



GUJARAT INFORMATICS LIMITED
Block No: 2, 2nd Floor, Karmayogi Bhavan,
C & D Wing, Sector-10, Gandhinagar: 382 010
Phone No: 23256022, Fax No: 23238925

**Bid for Selection of Agency for Preparation and
issue of Electors Photo Identity Card (EPIC) for
Office of the Chief Electoral Officer, Gandhinagar,
Gujarat.**

(Tender No. SWT310120195)

Pre-bid meeting : 10.02.2020 on 1500 hours

Last Date of Submission of Bid : 25-02-2020 till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 25.02.2020 till 1500
hours

Date of Opening of Technical Bid : 25-02-2020 on 1600 hours

Bid Processing Fee: Rs. 17,700

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COMPETITIVE BIDDING FOR SELECTION OF AGENCY FOR OFFLINE AND ONLINE PREPARATION OF ELECTOR'S PHOTO IDENTITY CARDS (EPIC) FOR THE OFFICE OF THE CHIEF ELECTORAL OFFICER (CEO) - GUJARAT

SECTION I: INVITATION FOR BIDS

On behalf of CEO, GIL invites sealed bids from interested bidder/s for the appointment of Agency Zone wise for the preparation of Electors Photo Identity Cards (EPIC) for the Office of the Chief Electoral Officer (CEO) Gujarat State for the period of five years from the date of award.

1. The Bidder/s may download the Tender documents from GIL website www.gil.gujarat.gov.in as well as from <https://gil.nprocure.com>.

Bid Processing Fee	Rs.17,700/- (including GST)
Last date of submission of queries (nitintatu@gujarat.gov.in hirenp@gujarat.gov.in)	10.02.2020 at 1500 hrs.
Date of Pre-bid meeting	10.02.2020 at 1500 hrs.
Last date, time for Online Submission of bids online	25.02.2020 up to 1500 hrs.
Date and time for Opening of Technical Bids	25.02.2020 up to 1600 hrs.
Address for communication	Gujarat Informatics Ltd., Block no. 2, 2 nd floor, Karmayogi Bhavan, Sector-10A, Gandhinagar.
Earnest Money Deposit	Rs.2,00,000/- Per Zone
Last date & Time for submission of EMD & Bid Processing Fees along with sample cards at GIL (Physically)	25.02.2020 up to 1500 hrs.
Validity of Tender	180 days.
Contact Person	DGM (App.), Gujarat Informatics Ltd.

All bids must be submitted online on <https://gil.nprocure.com> website

1. Bidder/s shall submit bid processing fees in the form of Demand Draft in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter.
2. Bidder/s shall submit Bid security/EMD in the form of Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 12 months from the last date of bid submission) of any Nationalized Bank including the public sector bank or Private Sector Banks or Commercial Banks or Co-Operative Banks and Rural Banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department from time to time in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per

prescribed format given at **Annexure A**) and must be submitted along with the covering letter.

3. The EMD in the name of “Gujarat Informatics Ltd.” payable at Gandhinagar (**as per prescribed format attached in this document**) and must be submitted along with the covering letter.
4. Bids will be opened in the presence of Tender Committee members whoever are present as well as Bidder/s 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.
5. In the event of the date specified for receipt and opening of bid being declared as a holiday for OFFICE OF THE CHIEF ELECTORAL OFFICER, GANDHINAGAR, the due date for submission of bids and opening of bids will be the next working day at the appointed time.
6. CEO/GIL reserve the right to accept or reject any tender offer without assigning any reason at any stage.

The lists of zones and the priority for opening of the financial bid are as mentioned below.

Sr. No	Name of Zone	Priority for opening of financial bids	Willingness (Please indicate ‘Yes’ or ‘No’ clearly)
1	Zone 1	1	
2	Zone 2	2	
3	Zone 3	3	
4	Zone 4	4	
5	Zone 5	5	
6	Zone 6	6	

SECTION II: INSTRUCTIONS TO BIDDER

A. INTRODUCTION

SCOPE OF WORK

SPECIFICATIONS

The bidder shall prepare PVC EPICs (Electors photo Identity cards) during the year and deliver at the District locations. The EPICs will be prepared through IMAGE PDF files (with elector's color photo) by using ECI's ERONET Software as per latest guidelines of ECI. The bidder will procure the PVC Cards along-with required accessories at their own cost with all security features and specifications defined as per latest guidelines of ECI

The photo identity card shall be prepared strictly as per the following specifications:

- a) PVC Sheet quality for Identity Card shall be as specified by ECI/CEO. [8.6 cm vertical and 5.4 cm horizontal with variation permissible of plus or minus 5 per cent, 0.6 mm to 0.8 mm thickness with colour Photograph]. The format is provided in the **Annexure-10**
- b) The EPIC format/guidelines can be changed / modified as per the guidelines issued by the ECI from time to time.
- c) The work for preparation/personalization of PVC EPICs will be executed at all District Head Quarters and Taluka Head Quarters of the State.
- d) Selected Bidder will depute at-least two trained Computer Professionals at each District Headquarter and Taluka Head Quarters as mentioned-above in the State of Gujarat for personalization/preparation of PVC EPICs. Total Man-power to be provided by successful bidder will be as per the Number of Districts and its talukas in the Zone.
- e) The EPICs will be prepared through IMAGE PDF files (with elector's color photo) by using ECI's ERONET software or any other software as per ECI guidelines. The schedule for preparation of PVC EPICs is as under:

During Summary Revision

- During Summary Revision, a large number of new electors are enrolled & EPICs of these electors are to be prepared/ personalized in a short period. Therefore, the selected Bidder will have to prepare/personalize these PVC EPICs within a period of 15 days. However, in case of large volume, EPICs can be prepared at Vendor's premises, if not manageable at District Head Quarters.
- After printing, the PVC EPICs will be handed over to the concerned District Election Offices after packing assembly wise & polling station wise by the bidder.

During Continuous Updation

During continuous updation, Bidder/s should have to prepare PVC EPICs on daily basis at the District Head Quarters and hand over the prepared EPICs to the concerned District Election Offices after packing assembly wise & polling station wise by the

bidder.

Duplicate Copy of Electors Photo Identity Card

Other than Summary Revision and Continuous Updation, Bidder/s should have to prepare PVC EPICs on the request of the Citizens on daily basis by the trained Computer Professional deployed at the District Head Quarters and hand over the prepared EPICs to the concerned District Election Offices. System generated EPIC-001 has to be printed in A4 from the system and signed by the Elector.

Minimum Infrastructure required at each Head Quarter:

- The selected bidder has to install two Computers (First for Searching details of Electors and for EPIC-001 printing in A4 size and Second Computer for PVC Card Printing); at least One Plastic Card Printer along-with its accessories and 10,000 preprinted PVC Cards with security features (quantity may increase/decrease as per the requirement) along-with printing material at all PVC EPIC locations in the State of Gujarat.
- The bidder will ensure having at least two extra PVC EPIC printers in stock with them all the time so that in case any PVC EPIC Printer goes out of order in any of the District EPIC printing location, same can be replaced within 24 hours during the rate contract period.
- Moreover, it is the responsibility of the bidder that the printers will be operational for 24 hours and if there is any problem in the printers, the bidder will replace/repair the same as soon as possible but not later than 12 hours.
- The bidder will have to maintain the register for damage cards and the damage cards will be handed over to the concerned District Election Office on daily basis.

Preparing Miniature Sheet

Vendors have to print the Miniature sheet in two copies on A4 size paper containing 45 EPICs in one page. Vendors have to laminate it and submit one copy to DEO and one copy to ERO with the specification given below.

- a) Paper quality for Miniature Sheets shall be A4 Size Paper of not less than 80 GSM.
- b) Lamination Pouch for miniatures:
 - a. 125 Micron, Size: 308 mm X 220 mm.
- c) Lamination Machine (Roller Type) with at least 12" width working on Power Supply: 220 / 230V AC Lamination Pouch for miniatures:
 - a. 125 Micron, Size: 308 mm X 220 mm.

The successful bidder (agency) has to establish Designated Photography Location (DPL) at Taluka Headquarters and work there, over and above at District Headquarters.

DUTIES AND POWERS

CEO/DEO:

CEO / DEO shall have the right to inspect any part of the Job at any point of time and order necessary test to be carried out and reject such works, which are not in accordance with the contract. In general, they shall have the authority to oversee the execution of the works by the Bidder and to ensure compliance by the Bidder of provisions of the Contract. Approval by the CEO / DEO of any or all documents shall in no way relieve the Bidder of the responsibilities to carry out the Job in accordance with the terms and conditions of the contract.

Labour Laws to be applied

The Bidder agrees to obtain at his own cost, necessary permits, license etc. from the Asst. Labour Commissioner, at various locations as required under various laws from time to time for performing the necessary jobs and CEO / DEO does not take any liability whatsoever on that account.

The Bidder shall at its own cost comply with the provisions of all laws, rules, orders, regulations and notifications whether Central or State or Local authority as applicable to him or to this Contract from time to time.

The Acts/Rules include, without limitation, the following;

- i) Minimum Wages Act with Rules and orders and notifications issued thereunder from time to time.
- ii) Contract Labour (Regulations and Abolition) Act 1970 with Rules and orders and notifications issued thereunder from time to time.
- iii) Industrial Dispute Act, 1947 with Rules and orders and notifications issued thereunder from time to time.
- iv) The Work Men Compensation Act with Rules and orders and notifications issued thereunder from time to time.
- v) Mines Act, Factories Act or Shops and Commercial Act whichever applicable with Rules and orders and notifications issued thereunder from time to time.
- vi) Payment of Gratuity Act, 1972 with Rules and orders and notifications issued thereunder from time to time.
- vii) Payment of Bonus Act, 1965 with Rules and orders and notifications issued thereunder from time to time.
- viii) Payment of Wage Act with Rules and orders and notifications issued thereunder from time to time.
- ix) Provident Fund Act with Rules and orders and notifications issued there under from time to time. The Bidder shall obtain the Provident Fund code number from the competent authority. In case it is not applicable necessary certificate to that effect shall have to be obtained from the Competent Authority.
- x) All other Acts/ Rules / Regulations, bye - laws, order, notification etc., present or future applicable to the Bidder from time to time for performing the aforesaid jobs.

2 Qualification Criteria:

Sr. No.	Pre-Qualification Criteria	Document to be attached
1	The Bidder must be a company in India Registered under The Company's Act 1956 / 2013 OR Partnership firms registered under Limited Liability Partnerships (registered under LLP Act, 2008) OR Partnership firms registered under Indian Partnership Act, 1932 OR Registered Under Bombay Shops and Establishment Act 1948. The firm should be operational at least for last 5 years as on date of publishing of RFP.	Certificate of Incorporation or Registration Certificate
2	Total turnover of the firm should be at least Rs.1.5 Crores during each of last three financial years or cumulative of Rs.4.5 Crores in last three years from IT services. The bidder must attach Statutory Auditor's Certificate certifying the said turnover.	Copies of the audited Balance sheet, profit & loss accounts and CA Certificate
3	Bidder should have relevant quality certification "ISO 9001:2015 or latest"	Copy of valid ISO Certificate
4	The bidder must have experience in executing work of similar nature of preparation of at least 5 lac cards like EPICs (PVC), PAN Card, Driving licenses (smart card) or any other identification cards of State Government, Central Government, any PSU or any similar bodies of State or Central Government. <u>(No Sub Contract experience shall be allowed)</u>	Copy of work order and 'Satisfactory Work Completion Certificate' and sample of physical cards along with EMD submission.
5	The bidder should have deployed at least 25 manpower for IT Project in Gujarat.	HR certificate on company letter pad with signature and seal.
6	The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Gujarat or any of the PSU in the State of Gujarat or Central Government or any other State Government in India or Central Government. Certificate/affidavit mentioning that the Bidder/ Consortium Partner is not currently blacklisted by Government of Gujarat or any of the PSU in the State of Gujarat or Central Government or any other State Government in India or by the Central Government due to engagement in any corrupt & fraudulent practices.	Affidavit as per the format attached at Annexure 11
7	Bidder should have its presence in Gujarat. If the Bidder is not having any office in Gujarat, then bidder should submit a letter of undertaking to open the office in Gujarat within 45 days from the date of issue of work order.	The copy of Property tax bill/Electricity Bill/ Telephone Bill/G.S.T.-C.S.T./Registration / Lease agreement should be submitted as proof or Undertaking Letter.

8	The Bidder will have to submit the sample card. The Sample card should be as per the Commission's Approved PVC Card.	Sample Cards to be submitted physically at GIL along with DD's of EMD & Bid processing fees.
9	No consortium or sub-contracting will be allowed	Self-Declaration

3 General Criteria:

- 1) Consortium should not be allowed.
- 2) Sub-Contract should not be allowed.
- 3) Bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Tendering Authority.

4 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.

5 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.

6 Clarification of Bidding Documents

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 before the 15 days of submission of bid. The Tendering Authority will discuss the clarification and issue the corrigendum on the website. Late queries shall not be responded.

7 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 or under the instruction of the CEO 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.
- 3) 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.

B. PREPARATION OF BIDS

8 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.

9 Bid Form

The Bidder shall complete the Bid Form and the appropriate Commercial Bid furnished in the documents indicating the goods to be supplied & services to be provided, a brief description of the services & goods, quantity and prices.

10 Bid Prices

The Quote will be on the basis of price bid which includes everything prescribed in the scope of work.

11 Bid Currency

Prices shall be quoted in Indian Rupees only.

12 Payment Terms

The Payment schedule will be as under:

Sr. No.	Milestone	Amount
1	On the production of cards and certification of the same by ERO (ERO Certificate in case of Revision Cards)	80%
2	After the submission of Miniature Sheet	15%
3	After the certification of verification of data in the central database by SLA.	5%

- The Contractor shall submit his Bill(s) in the printed forms.
- The charges to be made in the Bill(s) shall always be entered at the rates specified in the tender as approved by the CEO. Income Tax and other taxes as applicable shall be deducted at source on all payments made to the Contractor and a certificate to this effect shall be given.

13 All works under or in course of execution or executed in pursuance of the contract shall at all times be open for inspection and supervision of the Chief Electoral Officer and his subordinates or any other officer authorized by CEO.

14 The contract shall not be assigned or sublet to any sub-contractor by the

Contractor without the written approval of the CEO/DEO and if the Contractor assigns or sublets his contract, or attempts to do so or becomes insolvent or commences any proceedings to get himself adjudicated an insolvent or makes any composition with his creditors or attempts to do so or if bribe, gratuity, gifts, loan perquisite, reward or advantage, pecuniary or otherwise is either directly or indirectly given, promised or offered by the Contractor or any of his servants or agents in any way relating to his office or employment, or if any such offices or person becomes in any way directly or indirectly interested in the contract; the security deposit of the Contractor shall thereupon stand forfeited and be absolutely at the disposal of the CEO/DEO.

15 In the case of Contractor being a partnership firm, any change in the constitution of the firm shall be forthwith notified by the Contractor to the CEO/DEO for his information.

16 The Contractor shall be responsible for the safe custody of the Electoral Rolls, Holograms, any other documents or articles or data entrusted to him or his representative by the Chief Electoral Officer / District Election Officer / Electoral Registration Officer or their representatives and shall not cause any unauthorized use thereof failing which not only the cost of such unauthorized used materials shall be recovered but criminal action shall also be initiated against the Contractor concerned for criminal breach of trust, cheating and theft.

17 Documents Establishing Bidder's Eligibility and Qualification.

All bids submitted shall include the information and the documentary evidence of the Bidder's qualifications to perform the Contract mentioned in clause 18, if the bid is accepted to the Tendering Authority's satisfaction.

18 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 services, which the Bidder proposes to supply under the contract.
- 2) The documentary evidence of conformity of 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 services;
- 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.

19 Earnest Money Deposit

- 1) The Bidder shall furnish, as part of its bid, an Earnest Money Deposit in the

form Demand Draft OR in the form of an unconditional Bank Guarantee (which should be valid for 12 months from the last date of bid submission) of any Nationalized Bank (operating in India having branch at Ahmedabad/Gandhinagar) in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given) and must be submitted along with the covering letter.

- 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.

20 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.

21 Performance Security Deposit (amount will be notified later)

- 1) The successful Bidder has to furnish a security deposit as to guarantee his/her (Bidder) performance of the contract.
- 2) The proceeds of the performance security shall be payable to the Tendering Authority as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 3) The Successful bidder has to submit Performance Bank Guarantee @10% of total order value within 15 days from the date of issue of purchase order for the duration of warranty of any of Nationalized Bank including the Public sector bank or Private Sector Banks authorized by RBI or Commercial Bank or Regional Rural Banks of Gujarat or Co-operative Bank of Gujarat (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued

by Finance Department or further instruction issued by Finance department from time to time in the name of *Office of the Chief Electoral Officer* payable at Gandhinagar (**as per prescribed format given at Annexure 9**) and must be submitted along with the covering letter.

- 4) The validity of the Performance Security which will be submitted by the selected vendors should be of 5 years.

22 Receipt of Tenders and Tender Opening

- 1) The tender must be submitted online through <https://gil.nprocure.com>. In any case, no physical bid will be accepted.
- 2) The CEO & Gujarat Informatics Limited may extend the last date and time for receiving tenders after giving adequate notice to all the short-listed tenderers in cases where -
 - i. The publication of the tender notice has been delayed.
 - ii. The communication of changes in the tender documents to the prospective tenderers under Para 16 took time;
 - iii. Any other reasonable grounds exist, for such extension which shall be recorded in writing by the CEO & Gujarat Informatics Limited.

23 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 “**Selection of Agency for Preparation of EPIC for the Office of the CEO**”.

C. SUBMISSION OF BIDS

24 Sealing and Marking of Bids

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

25 Deadline for Submission of Bids

- 1) Bids must be submitted online through <https://gil.nprocure.com>. The system itself does not accept the bid later than the time and date specified in the Invitation for Bids (Section I).
- 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.

26 Late Bids

The system itself will not accept the bid later than the time and date specified in the Invitation for Bids (Section I).

27 Withdrawal of Bids

- 1) 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>.
- 2) No bid may be modified after the deadline for submission of the bids.
- 3) 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.

D. BID OPENING AND EVALUATION OF BIDS

28 Opening of Bids by CEO/GIL

- 1) Office of the CEO /GIL 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 GIL's address as mentioned above.
- 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.
- 3) The Bidder's names, bid modifications or withdrawals, bid prices and the presence or the absence of requisite bid security and such other details as CEO, at his discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening, except for late bids, which shall be returned unopened to the bidder.
- 4) Bids that are not opened and read out at bid opening shall not be considered for further evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidder.
- 5) Financial Bids of only those bidders who qualify on the basis of evaluation of technical bid & Technical Presentation will be opened in the presence of the qualified bidders or their representatives at pre-specified time and date which will be communicated to the qualified bidders well in advance.
- 6) The successful bidder will be decided based on the lowest value of grand total of the particular zone.

29 Clarification of Bids

During evaluation of bids, CEO/GIL may, at its discretion, ask the Bidder for a clarification of its bid. 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.

30 Contacting CEO/GIL

- 1) No Bidder shall contact CEO/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 CEO/GIL, he should do so in writing. CEO/GIL reserves the right as to whether such additional information should be considered or otherwise
- 2) Any effort by a Bidder to influence CEO/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.

E. AWARD OF WORK

31 Award Criteria

All the bidders may apply for one or more zones, as mentioned in the RFP. The Tender Committee will award the contract to the successful Bidder zone wise whose bid has been determined as lowest grand total of that Zone (L1 of the Zone). (As shown in Annexure-12)

32 Area of operation

Area of operation will be the CEO Office, DEO Offices, District / Taluka Head Quarters.

33 CEO's Right to Vary Quantities at Times of Awards

CEO reserves the right to increase or decrease by 15% of quantity of goods and services originally specified in the schedule of Requirements (rounded off to the next whole number) without change in other terms and conditions, at the time of awarding the Contract.

34 CEO's Right to Accept / Reject Any or All Bids

CEO 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 CEO's action.

35 Notification of Awards

- 1) Prior to the expiry of the period of the bid validity, CEO/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, CEO/GIL will promptly notify each unsuccessful bidder.

36 Signing of Contract

- 1) At the same time as CEO/GIL notifies the successful Bidder that its bid has been accepted, CEO/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 CEO.

37 Extension of Contract

- 1) The contract period is for a period of 5 years, which is further extendable for a period of 2 years by CEO based on the requirement and performance of the successful bidder at the same rate and with terms and conditions laid down by the ECI from time to time. The performance of the bidder will be reviewed by CEO periodically.
- 2) After the term (i.e. five years period) of this contract, CEO may consider, granting an extension to the same agency or to other agency which has worked for five years in other zone at the same rate and with terms and conditions laid down by the ECI from time to time or may terminate the contract & call for fresh Tenders.
- 3) In case of termination of contract, the agency will be responsible for transferring all the information to CEO/DEO within timeline prescribed by CEO/DEO.
- 4) The Chief Electoral Officer will have the right to terminate the contract at any point of time if the performance of the successful bidder is not satisfactory by giving one-week notice.

38 Corrupt or Fraudulent Practices.

CEO 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, CEO defines for the purposes of this provision, the terms set forth as follows:

- “corrupt practice” means the offering, giving, receiving or soliciting of anything 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 execution of a contract to the detriment of CEO, 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 CEO of the benefits of the free and open competition;
- A proposal will be rejected 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;
- A firm will be declared 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.
- The past performance of the bidder will be considered & crosschecked if necessary. If the facts are proven to be dubious the bidder’s tender will be ineligible for further processing.

39 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, CEO's /GIL interpretation of the clauses shall be final and binding on all parties.
- 2) The decision taken by the Tender Committee in the process of Tender evaluation will be full and final.

40 Resolution of Disputes

The matter regarding any dispute shall be sorted out by the Office of CEO, Gujarat State, Gandhinagar 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 by the Chief Electoral Officer, Gujarat State.

41 Circumstances beyond control

In case of strikes by workmen, fire, accident or circumstances beyond the control of the Contractor, the decision of the CEO/DEO whether the circumstances were beyond the control of the Contractor, shall be final.

42 Provision of accommodation

The Location / Centre where the electors would be called for taking photographs are located mostly in public buildings especially Govt. buildings / schools / community centres etc. The Contractor will be responsible for damage or injury to any employee or elector caused due to the negligence on the part of the Contractor or his employees, while issuing Electors' Photo Identity Cards.

Electricity: The Contractor shall make own arrangements for taking electricity connection from the concerned institutions or building where the DPL / centre is located. Any arrangements required for taking the power supply shall be made by the Contractor at his own cost. In cases where the center is located in non-government building, the Contractor shall make necessary arrangements with the management concerned to obtain the power supply. Further, at each center the Contractor shall provide standby Generators to take care of any power failure in the main power supply.

Connectivity: Internet / Intranet Connectivity will be ensured / arranged by the District Election officer while planning Designated Photography Locations.

Arrangements at a center of photography and issue of identity cards: The list of districts and the Assembly Constituencies contained therein can be obtained from the Office of the Chief Electoral Officer. The Contractor to whom a district / region is allotted will have to carry out the work of photographing the voters and producing the EPICs at the Designated Photography Locations identified by the District Election Officers. The Contractor shall do the work at different DPLs, as per the Schedule given by the DEO. If the region allotted to the Contractor comprises more than one District, the CEO will intimate the specific period earmarked for different districts.

- 43** The Bidder/s may indicate his preference for the Region/District(s). However, the allotment of the district will be at the sole discretion of the Chief Electoral Officer.
- 44** In case the agency fails to execute the job in any way or does not comply with any of the terms and conditions set herein, the CEO/DEO will have the right to forthwith rescind and cancel the Work Order and forfeit the payment due to the extent of work already executed.
- 45** The Contractor shall provide a sample of the Identity Card for inspection and get approval of the Chief Electoral Officer before starting the actual process of preparation and issue of Electors Photo Identity Cards. Thereafter, the Contractor shall provide a sample of the EPIC to the DEO and EROs in each District before starting the work.

GENERAL CONDITIONS OF CONTRACT

1 Definitions

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

- a) "The Contract" means the agreement entered into between CEO and the Supplier, as recorded in the Contract Form Signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) "Bidder" means any agency that is participating in the tender process.
- c) "Service Provider" means any agency who is a successful bidder and to whom the contract has been awarded.
- d) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations;
- e) "CEO" means Chief Electoral Officer.
- f) "DEO" means District Election Officer.
- g) "SLA" means State Level Agency
- h) "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;
- i) "Designated Photography Location - DPL" means the Location / Centre where the electors would be called for taking photographs are located, mostly in public buildings especially Govt. buildings / schools / community centres etc.
- j) "Day" means a working day.
- k) "Office Completeness" means The DPL 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.
- l) "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

2 Application

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

The Service Provider shall not, without the GIL/CEO'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/CEO 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 so far as may be necessary for purposes of such performance.

Any document, other than the Contract itself, shall remain the property of CEO and shall be returned (in all copies) to CEO on completion of the Supplier's performance under the Contract if so required by CEO.

4 Patent Rights

The Service Provider shall indemnify GIL/CEO 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 Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the agency to CEO for the duration of the contract for stated scope of work. CEO shall regularly review the performance of the services being provided by the agency and the effectiveness of this SLA.

1. Delay in Project Initiation

a) A penalty of Rs.10,000/- for each day of Delay as per milestone defined in the time limit of the project. This penalty will be levied either from PBG or Quarterly payable value.

2. Quality Assurance & Warranty

- The bidder will ensure that all PVC card deliveries strictly adhere to the specifications as stipulated under relevant sections/ clauses of this tender.
- CEO/End User will inform the bidder of PVC cards that are incompatible/ faulty and the bidder will be responsible to replace the same at no extra cost to CEO/End User during the project duration.

3. Penalties

If the Service Provider is not executing the contract to the satisfaction of CEO then he may invoke any or all of the following clauses.

- (a) Forfeit the performance Guarantee Amount **or**
- (b) Impose a proportionate penalty of the delivered price of the Goods or unperformed services. **or**

(b) CEO office will terminate the contract with giving one-week notice.

Delays in deliverables: If the service provider is unable to complete the work in the given time limit then the penalty@ 2% of total order value per day will be levied up to the maximum of 7 (Seven) days.

6 Termination for Default or Otherwise

CEO may, without prejudice to any other remedy for breach of contract, by one-week advance notice of default sent to the service, terminate the Contract in whole or part:

- If the service provider fails to deliver any or all of the services within the period(s), or within any extension thereof granted by CEO; or
- If the service provider fails to perform any other obligation(s) under the Contract.
- If the service provider, in the judgment of CEO has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this Clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent practice: a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, 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 Borrower of the benefit of fee and open competition;”

If the Service Provider fails to confirm to the quality requirement laid down/third party inspection/consultants opinion.

The bidder(i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as well clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client, if so required by the Client.

7 Force Majeure

For purpose of this Clause, “Force Majeure” means an event beyond the control of the Service Provider and not involving the suppliers fault or negligence and not foreseeable. Such event may include, but are not limited to, acts of the CEO either is sovereign or the Contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a “Force Majeure” situation arises, the Service Provider shall promptly notify the CEO in writing of such conditions and the cause thereof. Unless otherwise directed by the CEO in writing, the Service Provider shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the “Force Majeure” event.

8 Termination for insolvency

The CEO 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 Supplier, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the CEO.

9 Taxes and Duties

The quoted rates per card should be inclusive of all fixed and variable costs incurred by the bidder and exclusive of all taxes.

10 Binding Clause

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

11 CEO/GIL, 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.

12 The decision regarding acceptance of tender by GIL/CEO will be full and final.

13 Conditional tenders shall be summarily rejected.

Annexure 1

BID EVALUATION

A Three stages procedure will be adopted in evaluating the bids:

1. An Eligibility/Pre-qualification evaluation:

The eligibility evaluation will be carried out based on the criteria mentioned in the tender document. All those bidders who matches all the eligibility criteria will be called for the presentation Evaluation.

2. Presentation evaluation:

All the eligible bidders will be called for the presentation of 50 marks which should cover the following points:

1. About the Company / Firm - **10 marks**
2. Presence in Gujarat – **10 marks**
3. Methodology for printing Summary Revision Card / Continuous Revision Cards, Inventory and Manpower Management – **10 marks**
4. Methodology for Printing Cards Online at DPL, Inventory and Manpower Management – **10 marks**
5. **Manpower deployment for IT Project in Gujarat - 10**
 - a. 25 to 50 Manpower – 5 Marks
 - b. More than 50 Manpower – 10 Marks

The bidder shall be required to get at least 60% marks (30 marks out of 50) in the presentation to qualify for next stage i.e. opening of the financial bids.

3. Financial evaluation

The financial bids of bidder who get 60% marks (30 marks out of 50) in the presentation evaluation stage will be opened. Zone wise financial bid format is given in **Annexure-3**.

Final evaluation: The selection of Zone wise L1 will be done as per the formula given in Annexure 12 in this document.

Annexure 2
DELIVERABLES

EPIC

1. Defect-free EPIC to the electors.
2. Miniature sheets prepared in duplicate with one master copy to be kept in ERO's custody and second copy to be archived at the District level along with the softcopy. The miniature sheets will be serially numbered as per the scheme of the ECI.
3. Standard software for generation of the EPICs supplied by the department to be returned after use and the completion of the work allotted for particular DPL hut before final payment of the Bills.
5. For DPL operations, report duly signed by the ERO representative at the DPL, generated at day end using EPIC Software.
6. MIS/Data verification reports being generated by EPIC software.
7. Contractor has to sign and submit the Non-Disclosure Agreement (NDA) to the Office of the Chief Electoral Officer, Gujarat.
8. Non-Disclosure Agreement (NDA) is to be signed by every member of the selected agency including Owner/s, Managing Partners and employees deployed for this project as per the ECI's Cyber Security norms.

Annexure 3

FINANCIAL BID FORMAT (PRICE ALL INCLUSIVE EXCEPT TAXES)

Zone 1:

Sr. No.	Subject	Rate (Rs.)
1	Price per Card- For Online Operations (DPL)	
2	Price per Card- Preparation of cards generated during Revision (Summary + Continuous Revision)	
Grand total (Rs.)		

Zone 2:

Sr. No.	Subject	Rate (Rs.)
1	Price per Card- For Online Operations (DPL)	
2	Price per Card- Preparation of cards generated during Revision (Summary + Continuous Revision)	
Grand total (Rs.)		

Zone 3:

Sr. No.	Subject	Rate (Rs.)
1	Price per Card- For Online Operations (DPL)	
2	Price per Card- Preparation of cards generated during Revision (Summary + Continuous Revision)	
Grand total (Rs.)		

Zone 4:

Sr. No.	Subject	Rate (Rs.)
1	Price per Card- For Online Operations (DPL)	
2	Price per Card- Preparation of cards generated during Revision (Summary + Continuous Revision)	
Grand total (Rs.)		

Zone 5:

Sr. No.	Subject	Rate (Rs.)
1	Price per Card- For Online Operations (DPL)	
2	Price per Card- Preparation of cards generated during Revision (Summary + Continuous Revision)	
Grand total (Rs.)		

Zone 6:

Sr. No.	Subject	Rate (Rs.)
1	Price per Card- For Online Operations (DPL)	
2	Price per Card- Preparation of cards generated during Revision (Summary + Continuous Revision)	
Grand total (Rs.)		

Note: All Prices should be mentioned in INR (Indian Rupees). Prices can be indicated in decimal.

Annexure 4

SPECIFICATIONS FOR EPIC

Introduction

The current specifications shall apply to the technology elements to be employed for carrying out the different operations related to the work on the preparation of Electors' Photo Identity Cards (EPICs). The operations would be carried out by the agency using their own equipment and providing all materials including consumables.

The process of generating EPICs will involve the following activities: -

- Printing of Cards
- Printing of Miniaturized Archival copies

Technical Specifications in respect of technology solutions to be employed in carrying out the operations listed above and physical parameters of materials to be used have been laid down in the following paragraphs.

Specification and Contents of EPICS

Pre-Printed Non-Personalized Card

- a) Card Type: Card will be printed on PVC Sheet with colour photograph.
- b) Card Size: 8.6 cm vertical and 5.4 cm horizontal with variation permissible of plus or minus 5 per cent.
- c) Thickness: 0.6 mm to 0.8 mm

Printing Security

Front:

- a) Spiral micro letters line (EPIC) in art screen
- b) Three colour guilloche design
- c) The National Emblem with guilloche design for invisible printing which can be seen by ultra violet light
- d) The National Emblem printed on the upper left hand corner and Election Commission of India logo printed on the upper right hand corner in colour.

Back:

- a) Relief tint of "Election Commission of India" in English and Gujarati

Personalization

Front:

- a) "Election Commission of India" in English and Gujarati

- b) "Elector Photo Identity Card" in English and Gujarati below "Election Commission of India"
- c) Colour Photo of the Elector
- d) EPIC number of the elector in alphabets and numbers and also as barcode
- e) Name of elector in English and Gujarati
- f) "Relation Name" in English and Gujarati

Back:

- a) 'Sex' - in English and Gujarati
- b) Date of Birth / Age - in English and Gujarati
- c) Address - in English and Gujarati
- d) Number and Name of Assembly Constituency - in English and Gujarati
- e) Part Number and Name - in English and Gujarati
- f) Scanned Signature of Electoral Registration Officer
- g) Note:

The following notes in English and Gujarati:

- Mere possession of Elector Photo Identity Card is no guarantee of name being present in electoral rolls. Please check your name in the current electoral rolls before every election.
- Date of birth mentioned in this Card shall not be treated as proof of age or date of birth for any purpose other than registration in electoral rolls.

Following will be the minimum requirements in terms of hardware:

PC: CPU –Core 2 Duo or above system

Ram: 4 GB

Cache Memory: 1GB

Hard Disk: 200 GB Minimum

Ports: 2 Serial, 1 Parallel and at least 2 USB Port

Monitor: 2 LCD Monitor one with extended view for Elector

Operating System: Windows 7

Laser Printer

PVC Card Printer

2.2 Accessories

2.2.1 UPS (Un-interrupted Power Supply)

A UPS with sufficient output capacity to take care of simultaneous operation of the PC, Printer and Lamination Machine for a minimum backup of 30 minutes will be part of the setup.

2.3 Distribution of Cards

Cards will have to be distributed at the Designated Photography Location (DPL). The distribution of EPICs for on-line mode would be done on the same day, obtaining proper acknowledgement i.e. signature or thumb impression from the recipients (electors) on computer generated distribution lists/register. Exception to this mode of distribution shall be allowed only in cases where the District Election Officer (DEO) decides that the objective conditions at the DPL are not suitable for distribution of cards on the same day. The undistributed cards would be handed over to the ERO's representative for further action.

2.4 Miniature Sheet

Copies of 45 (forty-five) or part thereof photo-reduced (miniaturized) EPICs of each part, in order of ascending EPIC numbers, will be printed on one A4 size (210 mm X 297 mm) paper. These copies will be used by the electoral authorities for future use, including reproduction of the EPIC of any elector and for archival purposes.

Paper Quality: Thickness of paper used shall not be less than 80 GSM.

2.5 Printing Technology

- Double sided Dye Sublimation Technology
- YMCKOKO ribbon for double side printing in one single pass

Annexure 5

Details of Zone Wise No. of EPICs prepared during year 2018 and 2019

Sr. No.	Zone	District Covered in the Zone	Total No. of Cards Prepared	
1	Zone 1	Surendranagar	97438	
2		Devbhumi Dwarka	46610	
3		Porbandar	40111	
4		Junagadh	99651	
5		Gir Somnath	74671	
6		Amreli	90087	
7		Bhavnagar	136882	
8		Botad	37287	
			622737	
9	Zone 2	Kachchh	124106	
10		Banaskantha	188768	
11		Morbi	63615	
12		Rajkot	187641	
13		Jamnagar	112310	
				676440
14	Zone 3	Patan	92483	
15		Mahesana	144022	
16		Sabarkantha	89787	
17		Arvalli	63842	
18		Gandhinagar	125698	
19		Mahisagar	58409	
20		Panchmahal	98886	
21		Dahod	119643	
				792770
22		Zone 4	Ahmedabad	476959
23	Kheda		132790	
			609749	
24	Zone 5	Anand	146230	
25		Vadodara	200827	
26		Chhota Udepur	53183	
27		Narmada	32669	
28		Bharuch	92277	
29		Dangs	16938	
30		Valsad	101333	
				643457
	Zone 6	Surat	428182	
32		Tapi	35146	
33		Navsari	95506	
			558834	

Annexure 6

ABBREVIATIONS USED

AC means “Assembly Constituency”

CEO means “Chief Electoral Officer”

DEO means “District Election officer”

ERO means “Electoral Registration Officer”

SLA means “State Level Agency”

ECI means “Election Commission of India”

EPIC means “Elector's photo identity Card”

Annexure 7

FORMAT OF EARNEST MONEY DEPOSIT IN THE FORM OF BANK GUARANTEE

Ref:

Bank Guarantee No.

Date:

To,

DGM (App.)

Gujarat Informatics Limited

Karmayogi Bhavan, Block No. 2, 2nd Floor,

Sector - 10, Gandhinagar - 382017

Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: SWT310120195 for -----
----- KNOW

ALL MEN by these presents that WE -----
----- having our registered office at -----
----- (hereinafter called "the Bank") are bound unto the -----, Gujarat Informatics Limited in the sum of ----- for which payment well and truly to be made to Gujarat Informatics Limited , the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this -----day of -----
- ----2020.

THE CONDITIONS of this obligation are:

1. The E.M.D. may be forfeited:
 - a. if a Bidder withdraws its bid during the period of bid validity
 - b. Does not accept the correction of errors made in the tender document;
 - c. In case of a successful Bidder, if the Bidder fails:
 - (i) To sign the Contract as mentioned above within the time limit stipulated by purchaser
or
 - (ii) To furnish performance bank guarantee as mentioned above or
 - (iii) If the bidder is found to be involved in fraudulent practices or
 - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.

We undertake to pay to the GIL/Purchaser up to the above amount upon receipt of its first written demand, without GIL/ Purchaser having to substantiate its demand, provided that in its demand GIL/ Purchaser will specify that the amount claimed by it is due to it owing to the occurrence of any of the abovementioned conditions, specifying the occurred condition or conditions.

This guarantee will remain valid up to 12 months from the last date of bid submission. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHAER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Dated at _____ on this _____ day of _____ 2020.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

Approved Bank:

All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department from time to time.

Annexure 8

CONTRACT FORM

THIS AGREEMENT made the _____ day of _____, 2020
Between _____ (**Name of purchaser**) of
_____ (**Country of Purchaser**) hereinafter "the
Purchaser" of the one part and _____ (**Name of
Service Provider**) of _____ (**City and Country of Service
Provider**) hereinafter called "the Service Provider" of the other part :

WHEREAS the Purchaser is desirous that services viz.,
_____ (**Brief Description of Services**) and has accepted a bid by the Service
Provider for _____ (**Name of purchaser**).

The following rates are decided to render above referred services hereinafter called
"The Contract Price".

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2 The following documents shall be deemed to form and be read and construed as part of this Agreement, viz. :
 - 2.1 Scope of Work as per the tender document;
 - 2.2 All Terms & Conditions of Tender.
 - 2.3 Financial Bid submitted by Service provider.
 - 2.4 Minutes of Negotiation meeting
 - 2.5 The Purchaser's Notification of Award
 - 2.6 Clarifications/ corrigendum issued during the selection process.
- 3 In consideration of the payments to be made by the _____ (Purchaser) to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the _____ (Purchaser) to provide the services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4 _____ (Purchaser) hereby covenants to pay the Service Provider in consideration of the provision of the 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.
- 5 Particulars of the services which shall be supplied / provided by the Service Provider are as enlisted in the enclosed annexure :

TOTAL VALUE: _____

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Purchaser)

in the presence of _____

Signed, Sealed and Delivered by the

said _____ (For the Service Provider)

in the presence of _____

Annexure 9

PERFORMANCE SECURITY FORM

(To be stamped in accordance with Stamp Act)

Ref: _____ Bank Guarantee No. _____
Date: _____

To,
Name & Address of the Purchaser/Indenter

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s.

.....
having Principal Office at
(hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of _____ by issue of Purchase Order No..... Dated issued by Gujarat Informatics Ltd. ,Gandhinagar for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipment as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER, _____ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. _____ (Rupees _____) to the OWNER/PURCHASER on demand at any time up to _____ without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the SELLER of the aforementioned CONTRACT. The OWNER/ PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PUCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.

Dated at _____ on this _____ day of _____ 2020

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch & Its official Address

Approved Bank:

All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the G.R. no. EMD/10/2018/18/DMO dated 16.04.2018 (http://www.gil.gujarat.gov.in/grs/DMO_2173_16_Apr_2018_714.pdf) issued by Finance Department or further instruction issued by Finance department time to time.





















Annexure 10

SAMPLE CARD



Miniature Sheets of EPIC Prepared in Special Revision - 2011

Assembly Constituency : 36 - Gandhinagar North 36 - गांधीनगर उत्तर Sheet ID : 42
District Name : Gandhinagar गांधीनगर Part No. : 42

<p>RVZ1575448 Sipai Samimbanu सिपाई समिमबानु Akabarbhai अकबरबाई Female / 19 स्त्री / 19 ---, Prathamikshala Sameni Society, Pethapur ---, प्राथमिकशाला सामेनी सोसायटी, पेठापुर</p> 	<p>RVZ1575455 Pandya Sunilbhai पंड्या सुनिलबाई Rameshchandra रमेशचंद्र Male / 28 पुरुष / 28 51, Umiyanagar Society, Pethapur 51, उमियानगर सोसायटी, पेठापुर</p> 	<p>RVZ1575463 Sipai Amsanabanu सिपाई अडसानबानु Rahimbhai राहीमबाई Female / 28 स्त्री / 28 ---, Prathamikshala Sameni Society, Pethapur ---, प्राथमिकशाला सामेनी सोसायटी, पेठापुर</p> 	<p>RVZ1575471 Sipai Shirinbanu सिपाई शीरीनबानु Akabarbhai अकबरबाई Female / 18 स्त्री / 18 ---, Prathamikshala Sameni Society, Pethapur ---, प्राथमिकशाला सामेनी सोसायटी, पेठापुर</p> 	<p>RVZ1575489 Prajapati Rohiniben पुत्रापति रोहीनबेन Rajeshbhai राजेशबाई Female / 22 स्त्री / 22 ---, Umiyanagar Society, Pethapur ---, उमियानगर सोसायटी, पेठापुर</p> 
<p>RVZ1575497 Zala Shaktisinh जाले शक्तिसिंह Ghanshyamsinh गणेश्यामसिंह Male / 21 पुरुष / 21 42, Umiyanagar Society, Pethapur 42, उमियानगर सोसायटी, पेठापुर</p> 	<p>RVZ1575505 Pandya Rameshchandra पंड्या रमेशचंद्र Ghanshunker गणेशकुंजर Male / 57 पुरुष / 57 51, Umiyanagar Society, Pethapur 51, उमियानगर सोसायटी, पेठापुर</p> 	<p>RVZ1575513 Palari Tabsum पालारी तबसुम Rafikbhai राफिकबाई Female / 18 स्त्री / 18 1396, Kasbo, Pethapur 1396, कसबो, पेठापुर</p> 	<p>RVZ1575521 Prajapati Bhaveshbhai पुत्रापति भावेशबाई Prabhuhai प्रभुबाई Male / 19 पुरुष / 19 44, Umiyanagar Society, Pethapur 44, उमियानगर सोसायटी, पेठापुर</p> 	<p>RVZ1575539 Pathan Munafkhan पठान मुनाफखान Rahimkhan राहीमखान Male / 24 पुरुष / 24 1203, Kasbo, Pethapur 1203, कसबो, पेठापुर</p> 
<p>RVZ1575547 Padan Najamaben पठान नजामबेन Firojkhani फिरोजखान Female / 21 स्त्री / 21 ---, Kasbo, Pethapur ---, कसबो, पेठापुर</p> 	<p>RVZ1575554 Prajapati Harsha पुत्रापति हर्शा Shamalbhai शामलबाई Female / 19 स्त्री / 19 ---, Svaminarayan Vado, Pethapur ---, स्वामीनारायण वाडी, पेठापुर</p> 	<p>RVZ1575562 Patel Anikita पटेल अनिकिता Ashokbhai अशोकबाई Female / 18 स्त्री / 18 2610, Patel Society, Pethapur 2610, पटेल सोसायटी, पेठापुर</p> 	<p>RVZ1575570 Prajapati Mina पुत्रापति मीना Ishvarbhai इश्वरबाई Female / 18 स्त्री / 18 46, Umiyanagar Society, Pethapur 46, उमियानगर सोसायटी, पेठापुर</p> 	<p>RVZ1575588 Patel Gauravkumar पटेल गौरवकुमार Vinodbhai विनोदबाई Male / 25 पुरुष / 25 8025, Patel Society, Pethapur 8025, पटेल सोसायटी, पेठापुर</p> 
<p>RVZ1575596 Rathod Firadoshbanu राठीड फिरोदीशबानु</p> 	<p>RVZ1575604 Patel Komalben पटेल कामलबेन</p> 	<p>RVZ1575612 Patel Apurvakumar पटेल अपूर्वकुमार</p> 	<p>RVZ1575620 Palari Tosif पालारी तोसिफ</p> 	<p>RVZ1575638 Pathan Rahishkhan पठान राहीशखान</p> 

Annexure 11

**(AFFIDAVIT TO BE SUBMITTED PHYSICALLY ALONG WITH EMD & BID
PROCESSING FEES)**

(To be submitted IN ORIGINAL on Non-Judicial Stamp Paper of Rs.100/- duly attested
by First Class Magistrate/ Notary public)

I/We, _____, age _____ years residing at
_____ in capacity of _____ M/s.
_____ hereby solemnly affirm that

All General Instructions, General Terms and Conditions, as well as Special Terms & Conditions laid down on all the pages of the Tender Form, have been read carefully and understood properly by me which are completely acceptable to me and I agree to abide by the same.

I / We have submitted following Certificates / Documents for T.E. as required as per General Terms & Conditions as well as Special Terms & Conditions of the tender

Sr. No.	Name of the Document
1	
2	

All the Certificates / Permissions / Documents / Permits / Affidavits are valid and current as on date and have not been withdrawn / cancelled by the issuing authority.

It is clearly and distinctly understood by me that the tender is liable to be rejected if on scrutiny at any time, any of the required Certificates/Permissions/Documents/Permits/Affidavits is/are found to be invalid/wrong/incorrect/misleading/fabricated/expired or having any defect.

I/We further undertake to produce on demand the original Certificate/Permission/Documents/Permits for verification at any stage during the processing of the tender as well as at any time asked to produce.

I/We also understand that failure to produce the documents in "Prescribed Proforma" (wherever applicable) as well as failure to give requisite information in the prescribed Proforma may result in to rejection of the tender.

My/Our firm has not been banned/debarred/black listed at least for three years (excluding the current financial year) by any Government Department/State Government/Government of India/Board/Corporation/Government Financial Institution in context to purchase procedure through tender.

I/We confirm that I/We have meticulously filled in, checked and verified the enclosed documents/certificates/permissions/permits/affidavits/information etc. from every aspect

and the same are enclosed in order (i.e. in chronology) in which they are supposed to be enclosed. Page numbers are given on each submitted document. Important information in each document is "highlighted" with the help of "marker pen" as required.

The above certificates/ documents are enclosed separately and not on the Proforma printed from tender document.

I/We say and submit that the Permanent Account Number (PAN) given by the Income Tax Department is _____, which is issued on the name of _____ [Kindly mention here either name of the Proprietor (in case of Proprietor Firm) or name of the tendering firm, whichever is applicable].

I/We understand that giving wrong information on oath amounts to forgery and perjury, and I/We am/are aware of the consequences thereof, In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/PBG/cancel the award of contract. In this event, this office reserves the right to take legal action on me/us.

I / We have physically signed &stamped all the above documents along with copy of tender documents (page no. ---- to --).

I/We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliment with specification mentioned in the bid document.

My/Our Company has not filed any Writ Petition, Court matter and there is no court matter filed by State Government and its Board Corporation, is pending against my/our company .

I/We hereby commit that we have paid all outstanding amounts of dues/taxes/cess/charges/fees with interest and penalty.

In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Tender Committee for disqualification will be accepted by us.

Whatever stated above is true and correct to the best of my knowledge and belief.

Date:

Stamp & Sign of the Tenderer

Place:

(Signature and seal of the Notary)

Annexure 12

FINANCIAL EVALUATION FORMULA

The financial evaluation would be done strictly on following terms and conditions:

1. All the bidders may apply for one or more zones, as mentioned in the RFP; however, the contract will be awarded for maximum two zones to any one bidder where bidder is L1 in more than one zone.
2. The decision to award contract to a particular eligible bidder will be in a priority sequence, as defined in the RFP, where the contract for the priority Zone will be decided first and then rest will follow in sequence.
3. All the eligible bidders, who have quoted for a Zone will be arranged in increasing order of their financial bids and the contract will be awarded to the L1 Bidder. In case the L1 Bidder fails to comply/ fulfil the necessary terms and conditions for the award of contract; the same will be awarded to next lowest bidder where the L2 bidder will have to match the rates of L1 bidder and fulfil all the necessary terms and conditions for award of contract. The same process will be followed for all the Zones as specified in the RFP.
4. In case of a conflict situation, following will be done:
 - a. In case the same bidder is L1 in more than one Zone, the contract will be awarded to bidder for the maximum two Zones with higher priority. For the rest of Zones, same L1 bidder will not be considered except for the fact that the 2nd lowest bidder or any other bidder in the respective Zones does not agree to match the rates of the L1 bidder for award of Contract.
 - b. All the bidders who have not been L1 in earlier priority Zones will be considered in the subsequent Zones in order of priority in increasing order of financial bids. Unless there is conflict, the same process of awarding the contract to L1 bidder will be followed. In case of conflict, the process as defined in point 3 and 4(a) will be followed.

Exception:

Exception will be followed only in cases where no bidder is ready to match L1 rate and / or there are not enough bidders available for the Zone, the work will be awarded to original L1 bidder, even if the bidder is awarded the contract for any two zones earlier during the process of awarding the works.

Note:

1. **CEO/GIL reserves the right to take final decision to award contract based on the process described above.**
2. **CEO reserves the right to discontinue the agreement at any time in case of change in policy by the Election Commission of India.**
3. **CEO reserves the right to discontinue or modify the content of the contract at any time in case of change of policy with regard to EPICs.**