



GUJARAT INFORMATICS LIMITED

Block No: 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan,  
C & D Wing, Sector-10, Gandhinagar: 382 010  
Phone No: 23256022, Fax No: 23238925

**Bid for Selection of Agency 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 on behalf of Gujarat State Election  
Commission, Gandhinagar.  
(Tender No. SWT180320198)**

Pre-bid meeting : 27.03.2020 on 1500 hours

Last Date of Submission of Bid : 08-04-2020 till 1500 hours

Last Date of Submission of Bid Processing Fees & EMD: 08.04.2020 till 1500 hours

Date of Opening of Technical Bid : 08-04-2020 on 1600 hours

**Bid Processing Fee: Rs. 17,700**

Gujarat Informatics Limited (hereinafter referred to as "GIL"), intend to invite offers through e-Tendering route for Selection of Agency 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 on behalf of Gujarat State Election Commission, Gandhinagar (Tender no. SWT180320198).

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 eligible and financial bids for Selection of Agency 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 on behalf of Gujarat State Election Commission, Gandhinagar.

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

Bid Processing Fee	<b>Rs. 17,700 /-</b>
Last date, time for Submission of queries on <a href="mailto:nitintatu@gujarat.gov.in">nitintatu@gujarat.gov.in</a> <a href="mailto:hirenp@gujarat.gov.in">hirenp@gujarat.gov.in</a>	<b>27.03.2020 up to 1500 hrs.</b>
Date, Time & Place of Pre-bid meeting	<b>27.03.2020 at 1500 hrs.</b> Gujarat Informatics Ltd., Block no. 2, 2 <sup>nd</sup> Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar.
Last date, time for Online Submission of bids online	<b>08.04.2020 up to 1500 hrs.</b>
Date, time and place for Opening of Technical Bids	<b>08.04.2020 at 1600 hrs.</b> Gujarat Informatics Ltd., Block no. 2, 2 <sup>nd</sup> Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar.
Address for communication	Gujarat Informatics Ltd., Block no. 2, 2 <sup>nd</sup> Floor, Karmayogi Bhavan, Sector-10A, Gandhinagar.
Earnest Money Deposit	<b>Rs. 5,00,000/- (No relaxation to anyone including SSI units)</b>
Last date & Time for submission of EMD & Bid Processing Fees in GIL (Physical) along with Affidavit as given format	<b>08.04.2020 up to 1500 hrs.</b>
Time Limit to complete the work	<b>As per requirement of State Election Commission time to time.</b>
Contact Person	DGM (App.), Gujarat Informatics Ltd.
Validity of Tender	<b>180 days from the date of Financial Bid Opening.</b>

**The eligibility Criteria is as below:**

Sr. No.	Eligibility Criteria	Document to be attached
1	The bidder should be organization, Registered under the applicable Act, and should be in IT business for at least 3 years. The bidder must have 5 years of existence in India as on bid submission date.	Certificate of Incorporation
2	The bidder should have experience of preparation of Photo Electoral Roll or working as State Level Agency for Election of any State/Central Government Department / Local Bodies.	Copy of Work orders and Clients Work Completion Certificates
3	The bidder should have the experience of at least one similar kind of project (Election related activities like preparation of Photo Electoral Roll or Preparation of EPIC cards) which having min project value Rs. 25 lacs in last five years.	
4	The bidder should have minimum turnover of Rs. 2 Crores in each of last three financial years in IT Services or cumulative of Rs. 6 Crores in last three financial 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 should be attached. (2016-2017 & 2017-2018 & 2018-2019).
5	The bidder should have ISO 9001: 2015 or equivalent.	Relevant Certificate should be attached.
6	The bidder should have deployed at least 50 manpower for IT Project in Gujarat.	HR certificate on company letter pad with signature and seal.
7	The bidder must have office in Gujarat. In case, bidders do not have office in Gujarat, bidder should give undertaking to open office in Gujarat within 45 days from the date of issuance of work order.	Please attach the copy of any two of the following: Property tax bill/ Electricity Bill/ Telephone Bill/ VAT/ CST Registration/ Lease agreement.
8	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
9	Consortium of any type is not allowed in this bid.	Self-certified letter

**Note:** Bidders who wish to participate in this bid will have to register on <https://gil.nprocure.com>. Further bidders who wish to participate in online bids will have to procure Digital Certificate as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from (n) code solutions – a division of GNFC Ltd., or any other agency licensed by Controller of Certifying Authority, Govt. of India. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.

**The terms and conditions are as follows:**

- 1 The last date of submission of bid on the website <https://gil.nprocure.com> is **1500 Hrs. 08.04.2020. No physical bids will be accepted under any circumstances.**
- 2 The bid is non-transferable. Incomplete bids will be treated as non-responsive and will be rejected.
- 3 The Bidder shall bear all the costs associated with the preparation and submission of its bid, and GIL will in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
- 4 The bidder has to upload the compliance letter on its letter head duly signed by the authorized signature & other supporting documents as asked for in the bid in scanned format. Failing to submit the same or non-compliance/deviation from any bid terms and conditions, eligibility criteria or technical specifications may result in rejection of the bid.
- 5 The Bidder has to examine all instructions, forms, terms and conditions 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 its bid.
- 6 Amendment of Bidding Documents (Corrigendum)
  - 6.1 At any time prior to the deadline for submission of bids, GIL may, for any reason, whether its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.
  - 6.2 The corrigendum will be published on website <https://gil.nprocure.com> & [www.gil.gujarat.gov.in](http://www.gil.gujarat.gov.in).
  - 6.3 In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids GIL, at its discretion, may extend the deadline for the submission of bids.
- 7 Bid Currency – Prices shall be quoted in Indian Rupees only.
- 8 **The Bidder will have to submit Nonrefundable Bid Processing Fees of Rs. 17,700/- and Earnest Money Deposit (E.M.D.) of Rs. 5,00,000/- in a sealed cover at GIL office with the heading "Bid Processing fees & EMD for the e-Tender No. SWT180320198 for Selection of Agency 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 on behalf of Gujarat State Election Commission, Gandhinagar."**
  - ✓ Bid processing fees must be in the form of Demand Draft in the name of "Gujarat Informatics Ltd." payable at Gandhinagar along with the covering letter. Please affix the stamp of your company on the overleaf of demand draft.
  - ✓ EMD shall be submitted 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 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](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 in the name of "Gujarat Informatics Ltd." payable at Gandhinagar (as per prescribed format given at **as per prescribed format given at Annexure A**) and must be submitted along with the covering letter.

**Note:** Failing to submit physical covers of EMD and bid processing fees at GIL on or before **08.04.2020 up to 1500** hours may lead to the rejection of the bid.

- 9 In case of non-receipt of Bid Processing fees & EMD as mentioned above within prescribed time the bid will be rejected by GIL as non-responsive.
- 10 Unsuccessful/disqualified bidder's E.M.D. will be returned as promptly as possible but not later than 15 days after the expiration of the period of bid validity OR upon the successful Bidder signing the Contract, and furnishing the Performance Bank Guarantee @ 10% of the total order value as prescribed by GIL, whichever is earlier.
- 11 In exceptional circumstances, GIL 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. A Bidder may refuse the request without forfeiting its E.M.D. A Bidder granting the request will not be permitted to modify its bid.
- 12 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 period of 3 months) 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](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. (The draft of Performance Bank Guarantee is attached herewith).
- 13 Successful bidders will have to sign the contract upon receiving the Purchase order with the purchaser(s) within 15 working days from the date of Purchase order. (The draft of the Contract form is attached herewith)
- 14 The successful Bidder's E.M.D. will be returned upon the Bidder signing the Contract, furnishing the Performance Bank Guarantee @ 10% of the total order value.
- 15 If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists."
- 16 The E.M.D. may be forfeited:
  - (a) if a Bidder withdraws its bid during the period of bid validity
  - (b) In case of a successful Bidder, if the Bidder fails:
    - (i) To sign the Contract as mentioned above or
    - (ii) To furnish performance bank guarantee as mentioned above or
    - (iii) If the bidder is found to be involved in fraudulent practices.
    - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.
    - (v) If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.
- 17 Price shall be inclusive of all freight, forwarding, transit insurance and installation charges.
- 18 Prices shall be in Indian Rupees. The prices shall strictly be submitted in the given format. The tax (GST) components as applicable shall be mentioned separately in the respective columns.

- 19 Late Bids – The bidder will not be able to submit the bid after final submission date and time.
- 20 Modification and Withdrawal of Bids
- 20.1 No bids will be allowed to be modified subsequent to the final submission of bids.
- 20.2 No bid will have allowed to be withdrawn in the interval between the deadline for submission of bids and the expiry of the bid validity. Withdrawal of a bid during this interval will result in the forfeiture of bidder's E.M.D.
- 21 Bids will be opened in the presence of Bidder's representatives, who choose to attend. The Bidder's representatives who are present shall sign a register/attendance sheet evidencing their attendance. The representative will be held responsible for all commitments made on behalf of the bidder and that will be considered valid for all further dealings related to this tender process. In the absence of the bidder(s), the tender committee may choose to open the bids as per the prescribed schedule.
- 22 The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant E.M.D. and such other details as GIL/GOG officer(s) at their discretion, may consider appropriate, will be announced at the opening.

23 **Evaluation of the bids:**

For technical evaluation and comparison of the bids, which have been determined to be substantially responsive, 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.

The technical evaluation of bids will be done based on following three components only for those bidders who satisfy all the Eligibility Criteria

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

**Stages of Evaluation**

1. **Eligibility Evaluation** – It should be required to match all the Eligibility Criteria for qualifying in next stage.
2. **Evaluation of Financial bid** – L1 bidder shall be selected based on quoted rates.
3. **Negotiation with L1 bidder**

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

- 24 In case of successful bidder is found in breach of any condition(s) of bid or supply order/work order, at any stage during the course of Contract period, the legal action as per rules/laws, shall be initiated against the empanelled bidder and EMD/PBG shall be forfeited, besides debarring and blacklisting the bidder concerned for the time period as decided by Govt., for further dealings with GoG.
- 25 If the successful bidder fails to execute the work, agency shall be de-barred for five years.
- 26 Bids shall be valid for **180 days** after the date of financial bid opening. A bid valid for a shorter period shall be rejected as non-responsive. If required, GIL may extend the bid validity for further period from the date of expiry of bid validity in consultation with the successful bidder.
- 27 Incomplete bids will be treated as non-responsive and will be rejected.

28 **Penalty Clause**

- 1) If the Service Provider is not executing the contract to the satisfaction of 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 Rs. 100/- per MB will be recovered.
- 3) In case of delay in delivery, 1% of the amount payable to the agency per week will be charged.
- 4) In case any missing Voter in final photo electoral roll would be charges equals to the per Voter charges finalized and payment of the same will not be considered for the payment.
- 5) Maximum penalty cap would be 20% of the total payable amount.

29 Successful bidder should submit the Performance Bank Guarantee @ 10% of total order value for the duration of (for three months) as per bid requirements. In any case, bidder is required to maintain 10% PBG at all time during the period of contract. In case of any penalty claimed from the submitted PBG during the contract period, the successful bidder is required to submit the additional PBG of the amount equal to the penalty claimed for the duration up to the validity of original Bank Guarantee.

30 **Payment:** As mentioned below.

40% 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 / official of the State Election Commission with miniature sheets & the satisfactory completion of the whole work.

10% 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.

31 GIL reserves the right to change any bid condition of any item even after inviting the bids, with/without prior notification.

32 GIL's Right to accept any Bid and to reject any or all Bids – GIL reserve the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to awarding the 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 such decision.

33 All correction/addition/deletion shall require authorized countersign.

34 Limitation of Vendor's Liability: Selected agency's liability shall be capped 100% of contract value plus other measures if defaults and QoS failures continue.



- 35 Bidders can seek written clarifications at least 2 days before the date of submission of Bid to Deputy General Manager (App.), Gujarat Informatics Ltd., Block No. 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan Gandhinagar 382010. GIL will clarify and issue amendments if any. No further clarification what so ever will be entertained.

The bid should be submitted on the website <https://gil.nprocure.com> on or before 1500 Hrs., **08.04.2020**.

Please address all queries and correspondence to Shri Nitin Tatu, DGM (App.), Gujarat Informatics Limited, Block No. 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan, C & D Wing, Gandhinagar – 382010. Phone No. 079-23255950, Fax No. 079-23238925. E-mail: [nitintatu@gujarat.gov.in](mailto:nitintatu@gujarat.gov.in) & [hirenp@gujarat.gov.in](mailto:hirenp@gujarat.gov.in)  
Fax/email should be followed by the post confirmation copy.

## SECTION I

### INSTRUCTIONS TO BIDDERS

- 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 Gujarat State Election Commission.
- Consortium shall not be allowed throughout the work

### 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) (approx. 14,500 Gram Panchayat)
  - Taluka Panchayat - Constituency wise- Polling booth wise (As per average 800 voters) (Approx. 250 Taluka Panchayat)
  - District Panchayat - Constituency wise - Polling booth wise (As per average 800 voters) (Approx. 33 District Panchayat)
  - Municipalities - Ward wise - Polling booth wise (As per average 800 voters) (Approx. 160 Municipalities)
  - Municipal Corporation - Ward wise- Polling booth wise (As per average 800 voters). (8 Municipal Corporation)
- 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 afterward 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.
- Web based Software to provide facility to electors in the form of search engine to search their names, locality/area of concerned polling station details with location. The complete IPR of source code will be with State Election Commission. Web based software will be hosted at Gujarat State Data Centre.
- Before hosting of application at GSDC, first time security audit of web based software shall be carried out by successful bidder from CERT-In empaneled vendor at bidder's cost.
- Web based software for online voter slip generation in PDF format without photo.
- Software to prepare constituency wise latest electoral roll in PDF format without photographs of electors with interface to view ward wise/polling station wise electoral roll for voters and the political parties during general election.
- SMS based querying system for citizens to provide name, area, polling station detail, general promotional information and dissemination of information regarding elections. SMS gateway will be provided by SEC.

## SECTION II:

### 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. Change Orders**

- 1) No Change request will be considered during the entire period of contract.
- 2) 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.
- 3) 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.

**10. 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. Delay solely attributable to bidder will be considered while calculation of penalty, if any.
- 2) If at any time during performance of the Contract, the Service Provider 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.

**11. Termination for Default or Otherwise**

- 1) GIL/SEC may, without prejudice to any other remedy for breach of contract, by advance written notice of 30 days 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.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value of 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 purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the purchaser of the benefits of free and open competition;"

- 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.
  - 4) In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner, as it deems appropriate, Goods or Services similar to those undelivered, and the Bidder shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Bidder shall continue the performance of the Contract to the extent not terminated.

**12. 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) The BIDDER shall advise GIL by a registered letter duly certified by the local statutory authorities, the beginning and end of the above causes of delay within seven (7) days of the occurrence and cessation of such Force Majeure Conditions. In the event of delay lasting over two months, if arising out of causes of Force Majeure, GIL reserves the right to cancel the order.
- 3) Completion period may be extended to circumstances relating to Force Majeure by the GIL. Bidder shall not claim any further extension for completion of work. GIL/GoG shall not be liable to pay extra costs under any conditions.
- 4) The BIDDER shall categorically specify the extent of Force Majeure conditions prevalent in their works at the time of submitting their bid and whether the same have been taken in to consideration or not in their quotations. In the event of any Force Majeure cause, the BIDDER shall not be liable for delays in performing their obligations under this order and the delivery dates can be extended to the BIDDER without being subject to price reduction for delayed delivered, as stated elsewhere.  
It will be prerogative of GIL/GoG to take the decision on force major conditions and GIL/GoG decision will be binding to the bidder.

**13. Termination for Insolvency**

GIL/SEC may at any time terminate the Contract by giving advance written notice of 30 days 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.

**14. 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.

**15. Taxes and Duties**

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

**16. 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.

**17. 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.

**18.** 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.

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

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

**21.** The Contractor shall make his own arrangements for the engagement of all workmen local or otherwise and for the transport, lodging and boarding.

**22.** 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. SEC and respective Election officer must be kept informed of the progress of the work periodically as decided.

**23.** **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.**

**24.** 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.

**25.** 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.

**26.** 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.

**27.** 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.

**28.** The Electoral Roll CD-ROMs the Hard 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 III**

### **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 IV

### FINANCIAL BID FORMAT

Sr. No.	Particulars of work/ Description of item	Approx. voters *	Per voter Rate (Rs.)	Total Rate without tax in Rs.	Rate of GST (%)
1	Charges for preparing electoral rolls of Local Self Government Bodies from the electoral rolls of the Legislative Assembly. <ul style="list-style-type: none"> <li>• A database/ CD will be availed for the same.</li> <li>• 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)</li> </ul>	4,50,00,000			
2	Charges for Minor revision every year due to deaths/ transposition of voters/ addition of new voters etc. after preparing original electoral rolls of Local Self Government Bodies.	45,00,000			
<b>Total (1+2)</b>					

\* No. are indicative and only for calculation purpose.

**Note:**

1. For financial bid evaluation, the total cost without tax will be considered.
2. GST is extra as applicable at the time of invoicing.

**ANNEXURE - 1**

**BIDDER'S AUTHORISATION CERTIFICATE**

To,  
Gujarat Informatics Limited,  
Block no. 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan,  
Sector-10A, Gandhinagar.

<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 Informatics Limited,  
Block no. 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan,**

**Sector-10A, Gandhinagar.**

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 Informatics Limited,  
Block no. 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan,  
Sector-10A, Gandhinagar.**

**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, as on bid submission date. 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 \_\_\_\_\_ 2020

Signature: \_\_\_\_\_

(in the Capacity of) : \_\_\_\_\_

Duly authorized to sign bid for and on behalf of \_\_\_\_\_

**ANNEXURE-5**

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

**AFFIDAVIT**

(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 I We have submitted following Certificates I 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 I Permissions I Documents I Permits I Affidavits are valid and current as on date and have not been withdrawn I 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 I Permissions I Documents I Permits I Affidavits is I are found to be invalid I wrong I incorrect I misleading I fabricated I expired or having any defect.

I/We further undertake to produce on demand the original Certificate I Permission I Documents I 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 Performa" (wherever applicable) as well as failure to give requisite information in the prescribed Performa may result in to rejection of the tender.

My/Our firm has not been banned/debarred/black listed 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 I certificates I permissions I permits I affidavits I 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 Performa 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;1, 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 I 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 our company.

I / We hereby commit that we have paid all outstanding amounts of dues Itaxes I cessI chargesI 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 A**

**Format of Earnest Money Deposit in the form of Bank Guarantee**

Ref: Bank Guarantee No.  
Date:

To,  
**DGM (App.)**  
Gujarat Informatics Limited  
Block No. 2, 2<sup>nd</sup> Floor, Karmayogi Bhavan,  
C & D Wing, Sector - 10, Gandhinagar - 382010  
Gujarat, India

Whereas ----- (here in after called "the Bidder") has submitted its bid dated ----- in response to the Tender no: SWT180320198 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.
    - (iv) If the bidder fails to submit the copy of purchase order & acceptance thereof.
    - (v) If the successful bidder fails to submit the Performance Bank Guarantee & sign the Contract Form within prescribed time limit, the EMD of the successful bidder will be forfeited. GIL also reserves the right to blacklist such bidder from participating in future tenders if sufficient cause exists.

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 for **12 months** from the last date of bid submission i.e. **DD.MM.2020**. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER further agrees that if this guarantee is extended for a period as mutually agreed between bidder & owner/purchaser, the guarantee shall be valid for a period so extended provided that a written request for such extension is received before the expiry of validity of 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](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.



**Performa of Contract-cum-Equipment  
Performance Bank Guarantee**  
(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/equipments 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/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.



**GUJARAT INFORMATICS LIMITED**  
**BLOCK NO.-2, 2<sup>nd</sup> FLOOR, Karmayogi Bhavan, SECTOR-10, GANDHINAGAR**

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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

List of approved Banks

**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](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



**CONTRACT FORM**

THIS AGREEMENT made on the \_\_\_\_\_ day of \_\_\_\_\_, 2020 \_\_\_\_ Between \_\_\_\_\_ (*Name of purchaser*) of \_\_\_\_\_ (*Country of Purchaser*) hereinafter "the Purchaser" of the one part and \_\_\_\_\_ (*Name of Supplier*) of \_\_\_\_\_ (*City and Country of Supplier*) hereinafter called "the Supplier" of the other part:

WHEREAS the Purchaser is desirous that certain Goods and ancillary services viz., \_\_\_\_\_ (*Brief Description of Goods and Services*) and has accepted a bid by the Supplier for the supply of those goods and services in the sum of \_\_\_\_\_ (*Contract Price in Words and Figures*) hereinafter called "the Contract Price in Words and Figures" 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 the Bid Form and the Price Schedule submitted by the Bidder;
  - 2.2 terms and conditions of the bid
  - 2.3 the Purchaser's Notification of Award
- 3 In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- 4 The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
- 5 Particulars of the goods and services which shall be supplied / provided by the Supplier 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 Supplier)

in the presence of \_\_\_\_\_