



MP State Electronics Development Corporation Ltd.

(A Govt. of M.P. Undertaking)

Rate Contract for Data shifting, Data Entry of Elector details & Updates, Integration & Consolidation, De-duplication, Control table Corrections, Generation & Printing of Photo Electoral Roll as per the guidelines of MP State Election Commission.

Tender No. - MPSEDC/MKT/SEC/2015/289

State IT Centre, 47-A, Arera Hills, Bhopal 462011 M.P.

Tel: 0755 – 2518623, 2518300, 2518500, 2518605;

www.mpsedc.com

1. BID DATA SHEET

Particular	Details
Name of the Client	Madhya Pradesh State Electronics Development Corporation Ltd (MPSEDC)
Address and Concerned person for Correspondence	Addl. Chief General Manager, MPSEDC, State IT Center, 47-A, Arera Hills, Bhopal, Madhya Pradesh
Purchase of Tender End Date and Time	7/8/15 2015, 10.30 Hrs. To 31.8.15, 5:30 Hrs
Date of Pre-Bid Conference	14/8/15, 4:00 Hrs.
Venue of Pre-Bid Conference	Conference Room, 2nd Floor, State IT Centre, 47 A, Arera Hills, Bhopal, Madhya Pradesh
Email address to send the Pre-bid queries	slaceomp@gmail.com
Bid Submission Date	1/9/2015, 5_:30 Hrs.
Cost of bid document	Rs. 1000.00 + Processing Fees (non-refundable) to be paid online through the e-procurement portal.
EMD / Bid Security Amount	Rs 1,00,000/- (Rs One Lakh only) per zone multiplied by the number of quoted Zones (maximum 3 zones), online through e-procurement portal. EMD in any other form will not be accepted.
Date and time for opening of Technical Proposal	2/9/2015,4:30 Hrs.
Date and time for opening of Financial Proposal	The date and time would be communicated to the qualified bidders
Performance Bank Guarantee	The successful bidder shall be required to submit performance guarantee equivalent to 10% of the order value for contract period for the satisfactory performance/completion of the complete project (Including project period plus six months), in the form of bank guarantee with MPSEDC LTD or Concerned department.

Particular	Details
Method of submission of Proposal	Only through e-Procurement portal of MPSEDC (website www.mpeproc.gov.in)
Validity of Bids	Minimum 180 days from the due date of submission of proposal as mentioned in this Tender or the subsequent corrigendum (if any)

Note:

- Tender document can be viewed/ downloaded from the website www.mpeproc.gov.in. Bidder has to submit the document fee, Processing fee and EMD amount Online only.
- Any further corrigendum/ addendum shall be uploaded on the e-procurement portal www.mpeproc.gov.in

2.1. Introduction

Madhya Pradesh State Electronics Development Corporation (hereinafter referred to as MPSEDC or SLA) is a wholly owned undertaking of the Government of Madhya Pradesh. MPSEDC has been designated as the implementing agency for various Government projects.

Madhya Pradesh State Election Commission (hereinafter referred to as the SEC) has appointed MPSEDC for selecting vendor for Data shifting, Data Entry of Elector details & Updates, Integration & Consolidation, De-duplication, Control table Corrections, Generation & Printing of Photo Electoral Roll as per the guidelines of State Election Commission. The MPSEDC appointed the State Level Agency (SLA) by the SEC, through this Tender wishes to select vendors who shall provide services for the same.

2.2 Scope of Work

The Scope of Work involves the following activities:

The jobs are to prepare Photo Electoral Roll for the Wards of urban bodies & Wards of gram panchayats

Part-I (Data Transfer)

This work involves the transferring of the Photo Electoral Roll data that belongs to the SEC, in the format provided by the SEC. The bidder has to use the Electoral Roll Management System Application (provided by the SLA to him) and based on the markings/segregation done by the concerned District Election officials on the hard copy of the Photo Electoral Roll, shift the electors to the respective wards of Nagar Nigam, Nagar Palika, Nagar Parishad, and wards of Gram Panchayat. The updated assembly constituency wise data of ECI will be used for this exercise. The vendor will carry out online integration by merging the mother roll and supplementary lists into one single roll and re-number the electors through the software provided by SLA. After the process, the vendor will generate and print the checklist for verification by the District Election Officer (DEO). This shall be one time process only, subject to errors and its correction.

Part-II (Data Entry)

The bidder has to carry out the Additions, Modifications & Deletions of electors from details received through the claims & objections in Summary Revision & Continuous Revision process of the Electoral Rolls. The Form "प्रारूप-क" is for the entry of new electors, "प्रारूप-ख" is for the updates modification of the elector's details and "प्रारूप-ग" is for the deletion of elector's name from the voter list. After the online data entry, the bidder will print checklists of supplementary rolls and before submitting the same to the DEO office, he has to verify the entries done by him against the received forms/manuscripts is complete. If corrections are required, he has to update

the entries and again print the corrected checklist and submit it to the DEO office. The DEO Office will verify the checklist and if found correct, the bidder will print the supplementary lists and generate PDF files of the Photo Electoral Roll. In case, errors are observed in the checklists the bidder will have to correct the errors and print a fresh and error-free checklist. This process will be continued till error free checklists, are prepared. The vendor will perform the De-duplication (removing duplicate entries), Control table entries and updates, Photograph merging in elector's database after scanning the photo, followed by data Updates. All these activities will be carried out as per the instructions of the concerned District Election officials and as per guidelines of SEC.

The vendor will create PDF files (with and without photo) of the error free photo electoral roll and submit the PDF files on CD/DVD in three copies (make – Moser Baer, HP, Philips or Sony only) in jewel case with authorized signature and seal to the concerned District/ward/nagar palika etc.

Part-III (Printing)

- A. The vendor will print one laser print of the error free integrated, Supplementary, continuous updation, Publication.
- B. The vendor will print the voter slips on a single side of white A4 sheet.
- C. The vendor will also print required number of copies of the photo electoral roll both side.

Notes:-1

1. The complete work is to be carried out as per the guidelines of the SEC. In case of a difference between the specifications in the tender document and SEC guidelines, the specifications given by SEC shall be applicable.
2. The vendor will generate and print various MIS Reports (De-duplication Report, Photo Electoral Roll Data Errors Report, Analysis Reports etc.) relating to the work as and when required. The generation of MIS Reports in softcopy will form a part of work and any cost incurred by the vendor shall be included in the quoted rates. Printing charges will be paid for the generation and printing of MIS Reports.

The process of incorporating corrections in electoral roll shall be done at respective district / Tehsil head quarters as per instruction of Local authorities only.

3. Instructions to the Bidders

This section specifies the procedures to be followed by bidders in the preparation and submission of their bids. Information is also provided on the submission, opening, and

evaluation of bids and on the award of contract. It is important that the bidder carefully reads and examines the Tender document.

3.1 Availability of Tender Document

The Tender document is available and downloadable on the following websites:

- a) <http://www.mpeproc.gov.in>

Tender Fees (non-transferable & non-refundable) must be paid online at e- procurement portal (<http://www.mpeproc.gov.in>).

3.2 Pre-bid Meetings and Clarifications

3.2.1 Clarifications

The prospective Bidder requiring any clarification on the Tender shall contact MPSEDC through email by sending the queries at slaceomp@gmail.com MPSEDC would provide clarifications to only those queries which would be received before the due date as mentioned in Bid data sheet. All future correspondence/corrigendum shall be published on www.mpeproc.gov.in

3.2.2 Pre-bid Conference and Issue of Corrigendum

- a) A Pre-Bid conference of all the interested bidders shall be held at the scheduled date and time as per the details mentioned in the Bid Data Sheet.
- b) MPSEDC reserves the right to make any kind of amendments or in the terms and conditions of Tender before the due date of submission of bid. Any change/ clarification/ corrigendum would be uploaded on the e- procurement portal. This will form a part of this Tender document
- c) MPSEDC at its discretion may extend the due date for the submission of bids.

3.3 Preparation and Submission of Proposal

3.3.1 Completeness of Bids

Bidders are advised to study all instructions, forms, terms, requirements and other Information in the Tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications. The response to this Tender should be full and complete in all respects. Failure to furnish the information required by the Tender documents or submission of a proposal not substantially responsive to the Tender documents in every respect will be at the bidder's risk and may result in rejection of its proposal. The Tender Document is not transferable to any other bidder.

3.3.2 Language

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

3.3.3 Submission of Bid

The bidder is responsible for registration on the e-procurement portal (www.mpeproc.gov.in) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline number 18002588684. The Bidder shall submit the proposals online as described below-

- a) Proposal that are incomplete or not in prescribed format may be rejected.
- b) The Technical and Financial proposal should be submitted only through the e-procurement Portal.
- c) Technical Proposal - The proposal should be as per the Technical Proposal format provided in Annexure I: Technical Proposal Formats.
- d) Financial Proposal –The proposal should be submitted in Financial Bid format provided on the portal (www.mpeproc.gov.in)
- e) The financial Bid should exclusive of VAT, CST and Service Tax but inclusive of all other taxes.
- f) Conditional proposals shall not be accepted on any ground and shall be rejected straight away. If any clarification is required, the same should be obtained before submission of the bids.
- g) Any alteration, erasures or overwriting shall be valid only if the person or persons signing the bid signs against them with his/their initials.
- h) Bidders are advised to upload the proposals well before time to avoid last minute issues.
- i) The bid has to be submitted only through online on www.mpeproc.gov.in website. No physical submission of bids shall be acceptable.

4 Late Bids

Proposal after due date and time shall not be accepted.

5 Tender Validity

The Tender offer must be valid for 180 days from the due date of submission of proposal as mentioned in this Tender or the subsequent corrigendum (if any). However, MPSEDC in consultation with the SEC, may extend this period, if the bidder accepts the same in writing.

6. Cost and Currency

The offer must be given in Indian Rupees only. The price will remain fixed for the period of the contract and no changes for any reason whatsoever will be allowed. The bidder shall bear all the costs associated with the preparation and submission of its bid, and the purchaser will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

7. Interpretation of the clauses in the Tender Document

In case of any ambiguity in the interpretation of any of the clauses in Tender Document, the MPSEDC's interpretation of the clauses shall be final and binding on the bidder.

The decision taken by the MPSEDC in the process of Tender evaluation will be full and final.

8. Amendment of Tender Document

At any time prior to the deadline for submission of bids, MPSEDC for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by amendment. Any such communication shall be posted on website and bidders are requested to visit the e-procurement website for updates, modification and withdrawal of Offers.

9. Earnest Money Deposit (EMD)

- a) The Bidder shall furnish an EMD as per the amount mentioned in Bid Data Sheet online through e-procurement portal.
- b) No interest shall be payable on EMD under any circumstances.
- c) Unsuccessful Bidder's Bid security shall be discharged or returned within 60 (sixty) days of expiration of the period of proposal validity or after awarding Tender to successful Bidder.
- d) In case of successful bidder, the EMD shall be discharged upon signing of agreement and submission of performance bank guarantee, as per Annexure III.
- e) No exemption in EMD/Security deposit in any form will be given to any firm/ company/ corporation/ public undertaking.
- f) The EMD shall be forfeited by MPSEDC, on account of one or more of the following reasons-
 - If a bidder withdraws his bid during the period of bid validity.
 - If the bidder fails to sign the agreement in accordance with terms and conditions (Only in case of a successful bidder).
 - Fails to furnish performance bank guarantee as specified in annexure.
 - Information given in the proposal is found inaccurate/incomplete.

10. Qualification Criteria and Bid Evaluation Methodology

i. Tender Opening

- a) Bid Opening shall take place through the e-Procurement Portal. Online Proposals submitted along with the EMD/ Bid Security and Tender Fee (Payable Online through the portal) shall be considered for Bid opening as per the timelines mentioned in the Bid Data Sheet.

- b) In case of EMD/ Bid Security is not received as per the timeline mentioned in Bid Data Sheet, the bid submitted in e-Procurement Portal would be rejected.
- c) A maximum of two representatives from each Participating Organization would be allowed to attend the Tender Opening. The Bidder's representatives, who may choose to attend the session, should attend the Tender opening at the Date and time mentioned in the Bid Data Sheet or as per the Date and Time revised in the subsequent communication given by MPSEDC through www.mpeproc.gov.in
- d) During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required EMD has been furnished and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
- e) To assist in the scrutiny, evaluation and comparison of offers, the MPSEDC may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by MPSEDC in the evaluation of the bids.

ii. Tender Evaluation

To evaluate the Tender the MPSEDC shall formulate a Tender Evaluation Committee (TEC) (also referred to as "Evaluation Committee"). The Evaluation Committee shall evaluate the Technical and Financial bids as per the following process:

- a) The MPSEDC will evaluate and compare the bids that have been determined to be substantially responsive.
- b) Tender Evaluation Committee shall review the Technical Proposal along with Eligibility Criteria. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, Evaluation Committee may, at its discretion, ask any Bidder for a clarification of its bid.
- c) The Financial Proposals of only those Bidders who have been qualified in the Technical Proposal along with Eligibility Criteria will be opened in the presence of their representatives, who may choose to attend the session on the specified date, time and address mentioned in the Bid Data Sheet.

iii. Failure to Agree with the Terms and Conditions of the Tender

Failure of the successful bidder to agree with the Terms & Conditions of the Tender / Contract shall constitute sufficient grounds for the annulment of the proposal or the award, in such event MPSEDC would reject the proposal and forfeit the EMD as specified in the document.

11. Eligibility Criteria

The bidders interested in bidding for the RFP should meet the minimum qualifying criteria as mentioned below:

#	Eligibility Criteria	Documents to be Provided
1.	The Bidder must be incorporated or registered in India under the Indian Companies Act, 1956 (including Section - 25 of the Act)/Society/Firm registered in India since more than three years. The Bidder should have been in existence for a period of at least 3 years as of 31-3-2015 and as evidenced by the Certificate of Incorporation issued by the Competent Authority.	
2.	The bidder should be registered with Service Tax and should have valid TAN and PAN numbers.	
3.	The bidder should have average turnover of Rs. 50 Lakhs (Minimum) in the last three financial years of 2012-13, 2013-14 and 2014-15 from similar business as per this Tender. Major part of the income should be from Data entry and processing, printing, BPO operations and work of similar nature. Copy of the audited balance sheet and Profit & Loss Accounts for the financial year 2012-13, 2013-14 and 2014-15 should be provided.	
4.	The bidder should have executed three contracts involving Data entry and Data processing and printing and/or similar work as per tender during the last 3 financial years cumulatively for a value worth at least Rs 15 lakhs. Relevant experience of three contracts shall be supported with work order, completion certificate and other relevant documents.	

12. Inspection

The DEO/MPSEC/SLA can inspect the hardware setup installed by the vendor at any time, at District. The vendor must submit the manpower details/list to the district authorities indicating the Name, Post, Mobile Numbers etc. before beginning the work and after any substitutions in the manpower deployed.

13. Financial Bid Evaluation

The financial bids for technical qualified bidders will be opened. Financial bids, not substantially responsive or incomplete in any manner, are liable to be disqualified. The bidder with lowest bid value may be declared as Lowest Bidder (L1).

14. Confidentiality

- a) Any attempt by a Bidder to influence MPSEDC in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.

- b) If any Bidder wishes to contact the MPSEDC during/after opening of the Bid to award of contract. He may do so in writing.

15. Terms and Conditions Governing the Contract

15.1 Signing of Contract

- a) The successful Bidder shall execute an agreement within one month from the date of order from MPSEDC. In exceptional circumstances, on request of the successful bidder in writing for extension, MPSEDC reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given. In addition to terms and conditions being mentioned hereunder, all terms and conditions of the Tender and corrigenda issued will also be applicable for the contract.
- b) There shall be an agreement between MPSEDC and Successful bidder. On failure of execution of the agreement by the successful bidder, the Performance Security amount furnished will be forfeited.

16. Performance Bank Guarantee (PBG)/ Security Deposit

The project will carry a performance guarantee for contract period plus six months. All charges with respect to the PBG shall be borne by the bidder. The PBG shall be remaining valid for the contract period plus six months. The Successful Bidder shall have to submit the PBG as per the format given on Annexure III The PBG will be discharged / returned by MPSEDC upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee

This guarantee may be invoked on violation of any of the condition (s) given below:

- If any of the services, which shall be given by you, does not perform satisfactorily
- The observed output/deliverables of the project is not in accordance with the approved specification.
- The security system is not foolproof with unauthorized person being able to access/infiltrate into the system.
- The corporation suffers losses by way of some of the module generating illegal/incorrect reports/output.
- The bidder or his employee is involved in any unlawful activity relating to this work.

In order to take care of the concerns outlined above, **the bidder is required to furnish Performance Guarantee worth 10% of the value of contract period, valid up to a period of contract period plus six months.** Performance security should be submitted within 30 days of receiving the work order. The Performance Security can be in the form

of Bank Guarantee in favour of MPSEDC Ltd., Bhopal. On submission of Performance Security, EMD amount submitted will be returned.

17.17. Transfer / Sub-Contracting

The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof. However, in case of circumstances beyond the control of bidder, transfer/ sub-contracting may be permissible with the written concurrence of Purchaser.

18.18. Service Levels & Penalties

The following Service Level Parameters shall be strictly followed by the contractor

Services Offered	Service Level	Penalties
Data Entry within time	Data Entry without errors should be completed within 5 days of form receipt from the authority.	If the Data entry is not completed within 5 days, 20% payment will be deducted for Data Entry work not completed in time as per the rates given in the work order for Data Entry work.
Data Entry without mistake	Vendor should ensure that data is free of errors	Any error found in the data entry, (for which vendor is responsible) Vendor will incur penalty of 50 % on that data entry
Photo Electoral Roll Printing	Five days from the date of order and in all cases it should be delivered 2 days before publication of the Photo Electoral Rolls. In case of second supplementary, within 2 days of placing the order.	Vendor will incur penalty of 20 % on the total work for which printing is not completed.
Voter Slip	Within five days of placing order and in all cases it shall be delivered at least 7 days before the date of polls. (The order shall be placed at least 12 days before the date of polling).	20% penalty for delivery after the time limit.
First deployment of resources including hardware and	The contractor will be required to deploy all the resources at the designated locations within one month of issue of Work order.	Any delay beyond the specified time limit (of one month) will attract a penalty of Rs. 500 every day. (If resources are not deployed within one week from the end

manpower		of specified time limit, the contract may be terminated by MPSEDC) for that entire zone.
Availability of Resources during the period of the contract	Every month the Vendor will submit report per group verified and signed by the District Authority to MPSEDC on the availability of resources: PCs, Laser Printer, UPS, Biometric devices, 2 barcode readers. In case of failure of hardware or non availability of manpower the Vendor has to ensure repairs/replacement or any alternate arrangement within 5 Days.	Non availability of any resource beyond the specified time limit (of 5 days) will attract a penalty of Rs. 500 every day. (If resources are not deployed within one week from the end of specified time limit, the contract may be terminated by MPSEDC) for that entire zone.
Submission of PDF,CD/DVD,	Submission of with and without photo CD/DVD's of the Photo Electoral Roll in three sets to the District Authority before 5 days of publication date	Any delay beyond the specified time limit (of 5 days) will attract a penalty of Rs. 1000 every day.
Change in resource on direction from the DEO/SLA/MPSEC	Within one month of written communication.	Rs.500 per day penalty for two weeks, then termination of contract.

The Total penalty payable under any/all of the clauses shall be limited to 20% of the value of the Invoice.

19.Payment

Payment: Payment shall be released by MPSEDC as per the following terms:

19.1 The Contractor will submit the bill after successful completion of each part of work (from Part 1 to 3 as mentioned in the Description of work) along with certificate from District Authorities. Payment of 80% of the bill will be made to the Contractor by MPSEDC, subject to the receipt of payment from the MPSEC office.

19.2 After the receipt of the certificate from district authority and satisfactory work completion certificate from district in all respect, the Contractor shall be entitled for the remaining payment of work, which has been entrusted to him by MPSEDC. The Contractor will submit the Bill for the remaining 20% amount to MPSEDC. MPSEDC will make payment of the amount after deducting any amount if necessary, subject to receipt of payment from the MPSEC office. No Interest will be paid on delayed payments.

MPSEDC will check the data received on behalf of the MP State Election Commission and if it is found satisfactory will issue a certificate in this regard.

20. Transition Management

In case any of change in the resources either on request from MPSEDC or due to reasons internal to the vendor, the new incumbent (or resource) meeting all the requirements specified should be provided within a week. There should be a hand-holding period of at least 1 week for the new resource followed by a debriefing session with Implementation team and if the implementation team does not find the hand over process effective the handholding period may be extended further.

21. Leave Policy

The objective of this policy is to ensure that employees are able to balance work and professional life without compromising work continuity and discipline.

- a. The Resources should be stationed at district location for the entire project period. The Resource has to follow the working hours, working days and Holidays of State Government.
- b. Resource shall get prior approval of DEO/ERO before leaving locations.
- c. Leave entitlement and computation will be effective from date of start of project.
- d. For one operator seat maximum 15 paid leaves per year on pro-rata basis shall be available.
- e. Leave cannot be claimed as an employee's right. Except in case of emergencies, all leave will be granted subject to work requirements. A situation will be considered an emergency on a case by case basis and will be decided by the DEO/ERO.
- f. During the Leave of the operator, the Vendor has to find suitable replacement ensuring there is business continuity.

22. Attendance and Timesheet Policy

- Attendance of the operators should be made through Biometric authentication.
- The Vendor must submit the monthly Timesheet of all the operators to claim the invoices.

23. Suspension & Termination of Successful Bidder

- a) Subject to the provisions mentioned here under this contract shall terminate at the expiry of the agreement term.
- b) Either party may terminate this Agreement if the other party breaches the terms of this Agreement and fails to rectify it within 30 days of receiving notice of breach.
- c) Either party with the consent of the other party can terminate this Agreement by giving 60 days written notice.
- d) MPSEDC reserves the right to terminate the contract in case Contractor gets blacklisted by the Government of Madhya Pradesh, or any other Ministry of Government of India

during the course of Project or if contractor is convicted in a legal/tax evasion case or on account of any other legal misconduct of the contractor.

- e) The MPSEDC may serve written notice on contractor at any time to terminate this Agreement with immediate effect in the event of a reasonable apprehension of bankruptcy of the contractor.
- f) In the event that the MPSEDC terminates this Agreement due to the breach of the contract as per the conditions of this agreement, the MPSEDC shall be entitled to invoke the Performance Guarantee.
- g) Upon expiry, this Agreement may be extended and/or renewed and/or taken over by MPSEDC on behalf of MPSEC subject to the terms of this Agreement.
- h) MPSEDC may, at any time, terminate the engagement by giving 30 days written notice to the contractor without any compensation (if the contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MPSEDC)
- i) The engagement of the bidder shall be suspended/terminated and the bidder may be blacklisted forthwith by the MPSEDC under following circumstances/reasons:
 - Violation of any condition of the Tender/ contract or part of any condition of the Tender contract of engagement, or
 - Deviation found in quality and quantity of the service provided, or
 - On finding software used as pirated, or
 - If it is found that during the process of award of contract, fraudulence was made by the bidder or the vendor if found to resort to the fraudulent practice in getting work order like offering incentive in terms of free product or money.
- j) As stopping the providing faulty/substandard service and taking appropriate action in this regard is of an urgent and emergent nature required to protect the interest of the Government, the engagement of the contractor will be suspended. However, before taking the final decision on the matter, all concerned will be given reasonable opportunities to explain their stand. After enquiry, if the bidder is found guilty, the engagement of the concerned bidder for the service in question will be cancelled and other appropriate legal action shall also be initiated against all concerned. In case of any dispute, the decision of the MD, MPSEDC shall be final and binding.

24.Amendment

No provision of Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of all the parties and which expressly states to amend the present Contract.

25. Corrupt / Fraudulent Practices

The Purchaser requires that the Bidders under this Tender should observe the highest standards of ethics during the execution of such contracts. In pursuance of this policy, the MPSEDC defines the terms set forth as follows:

- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, in contract execution;
- b) In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
- c) "Fraudulent practice" means a misrepresentation of facts in order to influence award of contract or a execution of a contract to the detriment of the MPSEDC, 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 MPSEDC of the benefits of the free and open competition;
- d) The MPSEDC will suspend the award of contract if prima-facie it is established that the vendor had engaged in corrupt or fraudulent practices in competing for the contract in question.
- e) The MPSEDC will declare a Bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract.

26. Resolution of Disputes

MPSEDC and the successful bidders shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract. Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the meaning, scope, operation or effect of this Contract or the validity of the breach thereof, which cannot be resolved, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Secretary, Law Department, Government of Madhya Pradesh ("Law Secretary") or any neutral authority. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian

Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Bhopal, Madhya Pradesh, India.

27. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Courts at Bhopal only.

28. Indemnity

The successful bidders/Successful Bidder shall indemnify, protect and save MPSEDC and MPSEDC against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components (like system software, software tools, hardware etc.) and the services rendered under this Tender.

29. Publicity

Any publicity by the bidder in which the name of the Indenter/buyer is to be used should be done only with the explicit written permission of the Indenter/buyer.

30. Performance Obligations

While providing services as per Scope of Work, the contractor shall ensure that there is no infringement of any patent or design rights or violate any intellectual property or other right of any person or entity and shall comply with all applicable Laws, Statute, regulations and Governmental requirements and he/she shall be solely and fully responsible for consequence / any actions due to any such infringement.

31. Force Majeure

- a) Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of both the parties (MPSEDC & contractor) and not involving the both the parties and not involving the fault of both the parties or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on both the parties.
- c) If a Force Majeure situation arises, the any of the parties shall promptly notify the other in writing of such conditions and the cause thereof. Unless otherwise directed by, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) The MPSEDC may also discuss the issue with the Contractor and revise the existing timelines for the Project. If the Contractor does not complete the Project Implementation in accordance with the revised timelines, the MPSEDC will have the option to invoke the Performance Guarantee and/or terminate this Agreement.

- e) If an event of Force Majeure continues for a period of Sixty (60) days or more, the parties may, by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for services already delivered or performed.
- f) The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:
- i. Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
 - Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - Explosion or chemical contamination (other than resulting from an act of war);
 - Epidemic such as plague;
 - Any event or circumstance of a nature analogous to any of the foregoing
 - ii. Other Events (Political Events) to the extent that they satisfy the foregoing requirements including:
 - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - Any act of Government
 - Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
 - Any event or circumstance of a nature analogous to any of the foregoing

32.Right to terminate the process

MPSEDC, reserves the right to accept or reject any Tender offer, and to annul the Tendering process and reject all Tenders at any time prior to award of control, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the grounds for such action.

MPSEDC makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this Tender does not constitute an offer by MPSEDC. The bidder's participation in this process may result in MPSEDC selecting the bidder to engage in further discussions and negotiations.

33.Limitation of Liability

The maximum aggregate liability of contractor shall not exceed the order value.

34.GENERAL CONDITIONS

- 34.1 If Performa or Reports are modified by MP State Election Commission or MPSEDC, during the process, the contractor will have to carry out modification/rectification at no extra cost.
- 34.2 The rate quoted should be valid and operative for work orders as issued by MPSEDC. It is binding on to the contractor(s) to execute the job entrusted to him/them by MPSEDC at a place, date and time, decided by MPSEDC at the rate quoted by the Contractor(s) and accepted by MPSEDC.
- 34.3 The bidder must establish the setup at the District headquarters of the related zone within 30 days after issue of work order.
- 34.4 The Contractor shall bear the expenses regarding the collection of data, paper test report charges etc. Supply of all deliveries of deliverable.
- 34.5 The contractor shall not under any circumstances revise the rates already quoted and approved and should complete the work undertaken within the time limit agreed. Any request for an increase in the rates will not be entertained under any circumstances.
- 34.6 The Contractor shall execute the whole work in strict accordance with guidelines of MPSEC. The Contractor shall also confirm exactly, fully and faithfully to the designs, specifications and instructions issued by MPSEDC/MPSEC office.
- 34.7 MPSEDC shall have power to make any alterations in or additions to the original specifications, specimen designs and instructions that may appear to him to be necessary. The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him by MPSEDC. Such alterations shall not invalidate the contract, and any additional work which the Contractor may be directed to do in the manner specified above as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as specified by him in the tender for the main work.
- 34.8 The database files (Offline प्रारूप-क data in MS-Access format) and CDs created for computerisation of Photo electoral rolls as per tender document will be the sole property of the Madhya Pradesh State Election Commission. The Contractor should not retain them on their computers. The Contractor would not use this

database in any form for any other purpose except those indicated in this tender document.

- 34.9 The duration/validity of this tender will be from 1st Aug 15 to 31st Dec 2020. But the MPSEC/SLA has the right to extend or reduce the duration as per the requirement.
- 34.10 The DEO/MPSEC/SLA can inspect the hardware setup installed by the vendor at any time, at District or Tehsil level. The vendor must submit the manpower details/list to the district authorities indicating the Name, Post, Mobile Numbers etc. before beginning the work and after any substitutions in the manpower deployed.
- 34.11 In case the performance of the vendor is not found satisfactory. In that condition, the order is liable to be terminated by giving 15 day notice and work will be completed by other agencies at the risk and cost of the vendor.
- 34.12 Vendor must obtain certificate from the paper supplier that paper has been supplied as per specification and submitted it to MPSEC office/MPSEDC.
- 34.13 Police verification is mandatory for administrative representative and operators of the vendor.
- 34.14 The Vendor must undergo an orientation programme of the entire process of the work to be executed at the state level and the Data Entry Operators those will be deployed in to this project will have to undergo training (Capacity Building) at the RCBC (Regional Capacity Building Centres) for around 1 to 3 days. All the expenses will be borne by the vendor.

Special Conditions:

- a The total work is divided into 19 Zones. The bidder can bid for any three Zones; however, the contractor shall be awarded work for the maximum of two Zones only.
- b After opening of the Bids, if it is found that, a bidder has quoted lowest rates in more than two zones, he will be given an opportunity to select two zones. In case of other zones, where, the bidder is lowest, the respective second lowest bidders will be offered to work at the lowest rates. If the second lowest bidder does not accept the offer, the zone will be offered to the third lowest bidder and so on.

- c In case, no bidder accepts the offer as mentioned above, a limited tender will be invited from all the bidders who have not been allotted any zone.
- d MPSEDC reserves the right to offer more than two zones to the lowest bidder in case, no reasonable bids are available after carrying out the exercise mentioned above.

In case L1 bidder are more than one for the particular zone the lowest bidder shall be decided on the basis of a lottery in presence of the Bidders.

The contractor shall be required to deploy one data entry operator for each district at a location decided by DEO/ERO. The required infrastructure for all districts shall also be deployed along with the rates. The contractor shall pay the operator as per the minimum wages applicable for skilled worker as per govt. Guidelines and informed by MPSEDC. The contractor shall also be liable for payment of employer's contribution of Provident Fund and ESI. The contractor shall be paid all the expenses towards the operators + 20% of the wages (Salary+PF+ESI) paid for the minimum manpower to be deployed in a zone as per tender as contractor's service charges towards supervision and maintenance of infrastructure.

For a given month in case the financial value of the data entry work (No. of forms for data entry for that month X Rate agreed per form=Financial value of data entry work) is less than 120% of the wages of the operator the vendor shall be paid an amount of 120% of wages of the operator as data entry charges for that month.

However, in case the financial value of data entry work is more than 120% of the wages of the data entry operator, the vendor shall be paid as per actual.

The vendor shall however ensure that all data entry work is completed as per time limit stated in State Level Agency (SLA) by deploying additional manpower if necessary and keep the Electoral Roll error free. In case the SLAs are not met, penalty shall be levied as per in this tender.

The data entry operator will be required to carry out data entry work related to Electoral roll, any other job assigned (related to Election work) to him from time to time by DEO.

The requirement of the operators to be deployed are as follows:

- a) The resource should be well versed in Hindi and English typing and use of Unicode fonts.
- b) Should have proficiency in typing and using MS office, Internet and email.
- c) Operator deployed should be CPCT certified or should attain this certification within 3 months of deployment.

The following standard rates have been fixed for the other works to be carried out by the contractor.

Sn	Description	Unit	Rates excluding VAT/CST/Service Tax
1	Elector Data transfer	Per Elector	Rs. 0.30
2	Data Entry of Forms ("प्रारूप-क,)	Per Elector	Rs 2.50
3	Data Entry of Forms ("प्रारूप-ख, ग)	Per Elector	Rs 1.25
4	Single Sided Laser Printing of Electoral Roll, and/or Voter Slips 75 GSM of white paper.	Per Page	Rs 0.80
5	Double Sided Printing of Electoral Roll	Per Page (two pages per sheet)	Rs 0.65

The contractor is required to quote his rates as a percentage of the standard rates given above as per the financial bid format given in the portal. The contractor shall not be allowed to quote rate lower than -20% of the standard rates.

The rates shall be fixed for a period of Five years except the charges towards Data Entry Operators which will be payable as per Govt Guidelines.

Minimum number of entries per operator = Standard Wages Rate (SWR)at time of award of contract / Rate agreed per form=5000

The details of required infrastructure to be deployed necessarily are as follows:

#	Required Infrastructure	Quantity
1	Computers	1 per district Minimum P4, 500 GB HDD, 2 GB RAM or above.
2	Digital Camera with appropriate Resolution	01 per district
3	Biometric authentication Device as per UIDAI standards	01 per district
4	Barcode Scanners	02 per district
5	Laser Printers (75 ppm,600 dpi or above) for each group/zone	01 per Zone

6	Laser Printer (15 ppm, 600 dpi or above)	01 per district
7	Data Backup facility on 500 GB HDD	01 per district
8	UPS/Generators of 1 KVA capacity	01

The operator is expected to perform data entry of minimum 5000 nos of "प्रारूप-क, or 10000 nos of "प्रारूप-ख, "प्रारूप-ग" . In case of combination of both types प्रारूप-ख, "प्रारूप-ग shall considered equivalent to one no of form "प्रारूप-क,

Charges of data entry shall be payable if the number of form in any month increase beyond the minimum number specified above, for quantity above the minimum quantity (5000 nos of form ("प्रारूप-क,) or 10000 of प्रारूप-ख, "प्रारूप-ग at the rates for data entry agreed as per tender.

Annexure I: (Technical Proposal Formats)

a. Covering letter Technical Proposal

To

Addl. Chief General Manager,
MPSEDC Ltd., State IT Centre,
47-A, Arera Hills, Bhopal-462011

Sub: Submission of Technical Proposal

Ref: Tender for Rate Contract for Data shifting, Data Entry of Elector details & Updates, Integration & Consolidation, De-duplication, Control table Corrections, Generation & Printing of Photo Electoral Roll as per the guidelines of MP State Election Commission.

(Tender No: _____ Dated: __/__/____)

Dear Sir,

Having examined the Tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to tender for Rate Contract for Data shifting, Data Entry of Elector details & Updates, Integration & Consolidation, De-duplication, Control table Corrections, Generation & Printing of Photo Electoral Roll as per the guidelines of MP State Election Commission, as required and outlined in the Tender we attach hereto our responses to Technical requirements.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MPSEDC is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Tender document.

We hereby confirm that:

1. We have deposited Earnest Money of Rs.....(Rs.....) online .
2. In case we are chosen as a Successful Bidder, we shall submit the PBG in the form prescribed in the Tender.

3. We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
4. We have sufficient qualified manpower and necessary hardware and after sales support to execute the work efficiently in the specified time schedule.
5. The quoted rates shall be valid till the completion of the order but not less than 180 days.
6. We further confirm that all chapters of the tender documents have been read, understood and signed and there is no deviation/discrepancy.
7. We agree that you are not bound to accept any Tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any services specified in the Tender response

Following are the particulars of our organization :

#	Description	Details (To be filled by the bidder)
1.	Name of the company	
2.	Official address	
3.	Phone No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. and Fax No.	
6.	Website Address	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	CST/LST/VAT registration No.	
11.	Service Tax Registration No.	
12.	Permanent Account Number (PAN)	
13.	Yearly Turnover of the Last 3 years 2012-2013 2013-2014 2014-2015	

14.	Name & address of the Banker	
15.	List of Major Clients and the size of orders	

Note :Separate sheets may be attached wherever necessary

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorised Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

It is hereby confirmed that I/We are entitled to act on behalf of our company and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]

b. Checklist for Technical Proposal.

(The technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the technical proposal)

#	Particulars	Document Submitted(Yes/No)	Documentary Proof(Page no)
1	General Information		
a	Document Of Incorporation of Bidder / Registration Certificate of firm / society etc.		
b	Balance Sheet & Profit & Loss A/c of Last 3 years of Bidder 2012-2013,2013-2014, 2014-2015		
c	List of work order		

c. Self-declaration for not being blacklisted by any Government Entity

(Letter on the bidder's Letterhead)

To

Addl. Chief General Manager,
MPSEDC Ltd., State IT Centre,
47-A, Arera Hills, Bhopal-462011

Sub: Declaration for not being blacklisted by any Government Entity

Ref: Tender for Rate Contract for Data shifting, Data Entry of Elector details & Updates, Integration & Consolidation, De-duplication, Control table Corrections, Generation & Printing of Photo Electoral Roll as per the guidelines of MP State Election Commission..

(Tender No: _____ Dated: __/__/____)

Dear Sir,

In response to the above mentioned Tender I/We, _____, as _____ <Designation>_____ of M/s_____, hereby declare that our Company / Firm _____ is having unblemished past record and is not declared blacklisted or ineligible to participate for bidding by any State/Central Govt., Semi-government or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices..

Yours Faithfully
[Authorized Signatory]
[Designation]
[Place]
[Date and Time]
[Seal & Sign]
[Business Address]

e. Format for Queries

To

Addl. Chief General Manager,
MPSEDC Ltd., State IT Centre,
47-A, Arera Hills, Bhopal-462011

Sub: Submission of Queries

Ref: Tender for Rate Contract for Data shifting, Data Entry of Elector details & Updates, Integration & Consolidation, De-duplication, Control table Corrections, Generation & Printing of Photo Electoral Roll as per the guidelines of MP State Election Commission.

(Tender No: _____ Dated: __/__/____)

Dear Sir,

We have gone through the bid document and have following queries:-

#	Clause No in Tender	Page Number	Query

Request your kind response of the same.

Yours Faithfully
[Authorized Signatory]
[Designation]
[Place]
[Date and Time]
[Seal]
[Business Address]

Annexure II: (Format of PBG)
a. Format of Performance Bank Guarantee (PBG)

To
Addl. Chief General Manager,
MPSEDC Ltd., State IT Centre,
47-A, Arera Hills, Bhopal-462011

Sub: Performance bank Guarantee for Rate Contract for Data shifting, Data Entry of Elector details & Updates, Integration & Consolidation, De-duplication, Control table Corrections, Generation & Printing of Photo Electoral Roll as per the guidelines of MP State Election Commission.

(Tender No: _____ Dated: __/__/____)

Dear Sir,

WHEREAS

M/s. (name of bidder), a company registered under the Companies Act, 1956, having its registered office at (address of the bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Herein after, referred to as "Contract") with you (Madhya Pradesh Electronic Development Corporation (MPSEDC)) for Rate Contract for Data shifting, Data Entry of Elector details & Updates, Integration & Consolidation, De-duplication, Control table Corrections, Generation & Printing of Photo Electoral Roll as per the guidelines of MP State Election Commission. We are aware of the fact that as per the terms of the contract, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee of amount 10% of (work order value) in favour of MPSEDC for an amount <<....>> and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee. Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of amount <<....>>), without any demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms

and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This PBG shall be remain valid during the entire engagement period (5 Years) plus additional 6 Months (i.e. 5 Years and 6 Months from start of contract period), subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time from contract start until the completion of the period i.e. (5 Years)+ 6 Months

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights to pursue legal remedies against MPSEDC and other Concerned Government Departments of Madhya Pradesh.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to amount <<....>>), and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein, our liability under this Performance Bank Guarantee shall not exceed amount INR <<....>>

The PBG shall remain valid during the entire contract period (5 Years) plus additional 6 Months (i.e. 5 Years and 6 Months from start of contract period) ; and We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only if we receive a written claim or demand on or before ... (Date) i.e. 5 Years and 6 Months from start of contract period for Rate Contract for Data shifting, Data Entry of Elector details & Updates, Integration & Consolidation, De-duplication, Control table Corrections, Generation & Printing of Photo Electoral Roll as per the guidelines of MP State Election Commission.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in Bhopal (M.P) for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this Day 2015.

Yours faithfully,

For and on behalf of the

Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence

Annexure III : (Estimated Quantity)

Name of District	Total Electors	Data Entry (Additions)
[1]	[4]	[5]
Sheopur	434100	14495
Morena	1297669	52085
Bhind	1111448	45357
Gwalior	1456713	69004
Datia	518587	15462
Shivpuri	1153462	68698
Guna	788605	34992
Ashoknagar	537652	18081
Sagar	1615714	55985
Tikamgarh	957012	25565
Chhatarpur	1208157	38663
Damoh	855914	28294
Panna	677184	21790
Satna	1485625	51959
Rewa	1573364	68451
Sidhi	878468	35022
Singrauli	642809	30744
Shahdol	704766	21254
Anuppur	499768	15603
Umaria	415148	12159
Katni	864044	33496
Jabalpur	1744165	67332
Dindori	470628	12982
Mandla	699623	22881
Balaghat	1205933	50989
Seoni	940735	35245
Narsingpur	734161	22550
Chhindwara	1417592	51329
Betul	1060383	42258
Harda	371056	13688
Hoshangabad	822949	28967
Raisen	879130	37923
Vidisha	940751	44487
Bhopal	1841785	100441
Sehore	856015	46303
Rajgarh	987643	33524
Agar Malwa	402277	16184

Shajapur	582460	28765
Dewas	1030774	48412
Khandwa	863868	29047
Burhanpur	499712	23481
Khargone	1233818	65583
Badwani	905273	56247
Alirajpur	467199	22418
Jhabua	710309	32790
Dhar	1461771	88370
Indore	2398090	126031
Ujjain	1363619	55560
Ratlam	959110	36436
Mandsour	904009	27767
Neemuch	536288	16189
Total	48967335	2041338

Annexure IV : (19 Zones)

Zone	Division	Districts	Voters	Total Voter
1	CHAMBAL	MORENA	1240268	2711472
		BHIND	1057561	
		SHEOPUR	413643	
2	GWALIOR	DATIA	495910	1841185
		GWALIOR	1345275	
3	GWALIOR	SHIVPURI	1101430	2390507
		GUNA	763418	
		ASHOKNAGAR	525659	
4	BHOPAL	RAJGARH	956909	2626216
		BHOPAL	1669307	
5	BHOPAL	SEHORE	834882	2586872
		VIDISHA	911367	
		RAISEN	840623	
6	NARMADAPURAM	HOSHANGABAD	793378	2166250
		BETUL	1015233	
		HARDA	357639	
7	INDORE	INDORE	2165428	3040627
		BARWANI	875199	
8	INDORE	ALIRAJPUR	446778	2518827
		JHABUA	667757	
		DHAR	1404292	
9	INDORE	KHANDWA	828116	2502666
		KHARGONE	1194136	
		BURHANPUR	480414	
10	UJJAIN	RATLAM	919890	2305651
		MANDSOUR	865455	
		NEEMUCH	520306	
11	UJJAIN	UJJAIN	1271460	3198685
		DEWAS	985362	
		SHAJAPUR	558698	
		AGAR MALWA	383165	
12	JABALPUR	JABALPUR	1639052	2912762
		DINDORI	455419	
		KATNI	818291	
13	JABALPUR	MANDLA	671961	2701714
		BALAGHAT	1140251	
		SEONI	889502	
14	JABALPUR	NARSINGHPUR	707769	2072854

Zone	Division	Districts	Voters	Total Voter
		CHHINDWARA	1365085	
15	SHADOL	SHAH DOL	676945	1566166
		ANUPPUR	483402	
		UMARIA	405819	
16	REWA	SIDHI	848015	1467260
		SINGRAULI	619245	
17	SAGAR	SAGAR	1545350	2356102
		DAMOH	810752	
18	SAGAR	TIKAMGARH	919039	2724976
		CHHATARPUR	1154145	
		PANNA	651792	
19	REWA	REWA	1506743	2918232
		SATNA	1411489	

Financial Bid

I/We hereby bid for the execution of the above work within the time specified at the rate (in figures) _____ (in words) _____ percent below / above or at par based on the bill of quantities and item wise rates given therein in all respects and in accordance with the scope of work and terms & conditions given in the tender document for the Zone No/Nos _____, _____, _____.

Should this bid be accepted, I/We hereby agree to abide by and fulfil all the terms and provisions of the said conditions of contract.

Note:

- I. Only one rate of percentage above or below or at par based on the Bill of Quantities and item wise rates given therein shall be quoted.
- II. Percentage shall be quoted in figures as well as in words. If any difference in figures and words is found, the lower of the two shall be taken as valid and correct rate. If the bidder is not ready to accept such valid and correct rate and declines to furnish performance security and sign the agreement, his earnest money deposit shall be forfeited.
- III. In case the percentage "above" or "below" or "at par" is not given by a bidder, his bid shall be treated as non-responsive.