



MP State Electronics Development Corporation Ltd.

(A Govt. of M.P. Undertaking)

**Tender for Rate Contract of Online Data Entry of Elector details & Updation,
Rationalization, Integration, EPIC Preparation, De-duplication, BLO Register
Processing, Printing and Binding, Control table Corrections, Generation & Printing of
Photo Electoral Roll as per the guidelines of Election Commission of India**

Tender No. - MPSEDC/MKT/ECI/2015/298

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

Tel: 0755 – 2518630, 2518300, 2518500, 2518605;

www.mpsedc.com

1. BID DATA SHEET

Particular	Details
Name of the Client	Madhya Pradesh State Electronics 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 Start Date	19/11/2015
Purchase of Tender End Date & Time	09/12/2015 05:30 PM
Date of Pre-Bid Conference	26/11/2015, 3:00 PM
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 and time	10/12/2015 up to 3:00 PM
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 2 zones), through a Demand Draft. EMD in any other form will not be accepted.
Date and time for opening of Technical Proposal	10/12/2015, 4:00 PM
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 one year 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 online, through e- procurement portal and EMD amount in the form of a DD 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 (MPSEDC) is a wholly owned undertaking of the Government of Madhya Pradesh. MPSEDC has been designated as the implementing agency for various Government projects.

Chief Electoral officer of Madhya Pradesh has appointed MPSEDC for selecting vendor for Online Data Entry of Elector details, Updation, Rationalization, Integration, EPIC Preparation, De-duplication, BLO Register Processing, Printing and Binding, Control table Corrections, Generation & Printing of Photo Electoral Rolls as per the guidelines of Election Commission of India. Hence MPSEDC through this Tender wishes to select vendor who would provide services for the same.

2.2 Scope of Work

The Scope of Work involves the following activities:

Part – I Data Entry

Supplementary Revision of Electoral Roll

The Tenderer will carry out Online Additions, Modifications & Deletions through Form 6, 6A, 7, 8, 8A & 002 provided by the DEO Office of the concerned District. After the Data Entry, the Tenderer will print checklists of supplementary rolls and before submitting the same to the DEO office, he has to verify that the entries done by the vendor against the received forms 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 Tenderer will print the supplementary lists and generate PDF files of the Photo Electoral Roll. In case, errors are observed in the checklists the Tenderer will have to correct the errors and print another checklist. This process will be continued till error free checklists are prepared.

The vendor will perform the Online De-duplication (removing duplicate entries), Control table Corrections, merging of Photograph in elector's database after scanning the photo, adding of Mobile Nos, E-Mail IDs, Passport No. etc, followed by data Updation. All these activities will be carried out as per the instructions of the concerned District Election officials and guidelines of CEO.

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 three copies in jewel case with Authorized signature and seal to concern district. The vendor will also return the original data.

Integration

The vendor will carry out online integration by merging the mother roll and supplementary lists into one single roll and re-numbering the electors, through the software provided by SLA. After

integration the vendor will generate Photo electoral roll in PDF format and print one copy of the electoral roll as check list and submit the same to District Election authorities.

The District Election authorities will check and mark corrections on the check list. The vendor will collect the corrected check list and make the corrections in the Database through the software provided by SLA and print corrected copy of the check list and submit the same to District authorities. In case, errors are still found after correction, the vendor will have to make corrections and print another check list. This process shall be continued till error free check list (which shall be known as final check list) is generated. The vendor will create PDF files (with and without photo) of the error free, integrated photo electoral roll and submit the PDF files on CD/DVD(make – Moser Baer, HP, Philips or Sony only) in three copies in jewel case with authorized signature and seal to concerned district.

The process of incorporating corrections in electoral roll shall be done at respective District location as designated by DEO/SLA/CEO.

All the above functions will be performed by the Data Entry operator deployed by the vendor for each District

Note: The vendor has to scan the barcode no. through the barcode scanner at the time of receiving of Forms & at the time of data entry.

Part – II Printing

The vendor will print one laser print of the error free Integrated, Supplementary, Final and Continuous revision Photo Electoral Roll on single side of white A4 Sheet of minimum 75 gsm. The vendor will also generate 10 copies of the photo electoral roll on both sides of white A4 sheet of minimum 75 gsm. The Vendor will also print the elector roll of Service Electors and the AC headers. The printed Electoral Roll have to be delivered to the concerned District Election authorities by the vendor on time. The DEO office will scan the barcode to record the date of receipt of the Electoral Roll.

At the time of elections, the vendor also has to print the Voter Slips (single side), Voter Slips Distribution Registers & the Alphabetical Voter List.

Part – III BLO Register

As per the directions of ECI, every Booth Level Officer (BLO) will be provided a register that will be used as a working copy of the Electoral Roll and it has to be printed for each Electoral Roll Part separately. It should also have the photographs of the electors. In addition sufficient space should be given for each entry for the BLO to make corrections where the entry is incorrect. The BLO Register will also contain the various report formats pertaining to the respective Booth.

The vendor will generate the PDF files of the BLO Registers from the Electoral Roll data. It is expected that for a part having 1200 electors the BLO Register will comprises of approximately 300 pages (150 sheets on both side). After generating the BLO Registers the vendor has to print one copy on A4 size paper of 75 GSM. After printing, the vendor has to perform the proper binding of the BLO Registers for their safe keeping.

The bound BLO Registers have to be delivered to the concerned District Election authorities by the vendor on time. The DEO office will scan the barcode to record the date of receipt of BLO Registers. After completion of work, the vendor will submit the pdf files on CD/DVD in three copies.

The vendor will create PDF files and submit the PDF files on CD/DVD in three copies (make – Moser Baer, HP, Philips or Sony only) in three copies in jewel case with Authorised signature and seal to concern district.

Part – IV Preparation of EPICs

The process of generation of PVC EPICs will involve the following operations:

1. Receiving residual electors Photographs of Electors from DEO if not available in database.
2. Grabbing of photographed images or Scanning of images of collected passport size photographs and merging them into database if not available in database.
3. Editing of data (including alternation if any in other entries), at the time of processing on the card format.
4. Cards will be printed on PVC sheet with colour photograph.
5. Generation of Duplicate EPICs through Form 002.
6. **The pre-printed PVC Cards will be provided by the District to Vendors.**
7. As per ECI, the main PVC cards specifications are:
 1. Card size – 8.6 cm vertical and 5.4 cm horizontal with variation permissible of plus minus 5 %.
 2. Thickness- 0.6mm to 0.8mm.
 3. Lamination- 60 microns overlay.
 4. PVC sheet must have security features.

Notes:

1. The vendor will generate and print MIS Reports (Residual Electors Report, De-duplication Report, Format 1-8 Reports, Photo Electoral Roll Data Errors Report, Form 6, 6A, 7, 8 & 8A received online from ECI, etc.) relating to the work as and when required. The generation of MIS Reports will form a part of work and any cost incurred by the vendor shall be included in the quoted rates. No extra charges will be paid for the generation and printing of MIS Reports.

2. The complete work is to be carried as per the guidelines of ECI. In case of a difference between the specifications in tender document and ECI guidelines, the specifications given by ECI shall be applicable.

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 following websites:

- a) www.mpeproc.gov.in
- b) www.mpsedc.com

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 items of cost. In the case of introduction of GST, the amount applicable for GST shall be paid in place of VAT/CST/service tax etc.
- f) Conditional proposals shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids.
- g) Any alteration, erasures or overwriting should be valid only if the person or persons signing the bid initial them.
- 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 through www.mpeproc.gov.in website. No physical submission of bids would 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 office of the Chief Election Officer, MP, 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 what so ever 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 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 through a Demand Draft.
- b) EMD will only be accepted in the form of DD. The EMD for each zone is of Rs. 1,00,000/-. A scanned copy of DD is to be uploaded along with online submission of Bid. Technical bid of only those Bidders will be opened on 10.12.2015 at 4.00 PM whose original DD has been received at MPSEDC office on or before 10.12.2015 at 4.00 PM.
- c) No interest shall be payable on EMD under any circumstances.
- d) 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.
- e) In case of successful bidder, the EMD shall be discharged upon signing of agreement and submission of performance bank guarantee, as per Annexure III.
- f) No exemption in EMD/Security deposit in any form will be given to any firm/ company/ corporation/ public undertaking.

- g) 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 TIN and PAN numbers.	
3.	The bidder should have average turnover of Rs. 50 Lakhs or more 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.	

#	Eligibility Criteria	Documents to 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 of at least Rs 30 lakhs. Relevant experience of three contracts shall be supported with work order, completion certificate and other relevant documents.	

12. Inspection

The DEO/CEO/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.

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 months 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 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 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 tenderer or his employee is involved in any unlawful activity relating to this work.

In order to take care of the concerns outlined above, the **tenderer is required to furnish Performance Guarantee worth of 10% of the value of contract for a period of one year, valid up to a period of contract 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. 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. If vendor is involved in any such activities, his contract will be terminated thereof and may also be blacklisted.

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	If the Data entry is not completed within 5 days, 20% payment will be deducted for

	authority.	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.
EPIC Card	To be printed and delivered to the District within 5 days after the ERO's approval. (New & Duplicate EPIC)	20% penalty for which EPIC is not delivered.
BLO Register	Within 10 days from date of Draft/Final publication of the Photo Electoral Roll / placing order.	20% penalty 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).	Vendor will incur penalty of 20 % on the total work for which printing is not completed.
First deployment of resources including hardware and manpower	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 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, PVC Printer,	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

	Laser Printer, UPS, Biometric devices, 2 bar code 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.	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/CEO	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. However the penalty for data entry within time and data entry without mistakes shall be levied as per actual.

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 4 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 DEO 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 DEO office. No Interest will be paid on delayed payments.

MPSEDC will check the data on behalf of the Chief Electoral Officer, MP 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 Assembly Constituency location for the entire project period. The Resource has to follow the working hours, working days and Holidays of govt working day and holiday.
- 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 verified monthly attendance sheet 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 CEOMP 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. 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.

27. 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"). 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.

28. Legal Jurisdiction

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

29. 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.

30. 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.

31. 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.

32. 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

33. 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.

34. Limitation of Liability

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

35. GENERAL CONDITIONS

- 35.1 If Performa or Reports are modified by Election Commission of India or MPSEDC, during the process, the contractor will have to carry out modification/rectification at no extra cost.
- 35.2 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.
- 35.3 The Tenderer must establish the setup at the District headquarters of the related zone within 30 days after issue of work order.
- 35.4 The Contractor shall bear the expenses regarding the collection of data, paper test report charges etc. Supply of all deliveries of deliverable.
- 35.5 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.
- 35.6 The Contractor shall execute the whole work in strict accordance with guidelines of ECI. The Contractor shall also confirm exactly, fully and faithfully to the designs, specifications and instructions issued by MPSEDC/CEO office.
- 35.7 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.

- 35.8 The database files (Offline Form-6 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 Office of the Chief Electoral officer, Madhya Pradesh. 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.
- 35.9 The duration/validity of this tender will be from 1st Feb.16 to 31st Jan. 2021. But the CEO/SLA has the right to extend or reduce the duration as per the requirement.
- 35.10 The Contractor/Vendor should deploy
1 Computer & Data Entry Operator for every District in their respective District.
- 35.11 The DEO/CEO/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.
- 35.12 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.
- 35.13 Contractor must obtain certificate from the paper supplier that paper has been supplied as per specification and submitted it to CEO office/MPSEDC
- 35.14 Police verification is mandatory for administrative representative and operators of the vendor.
- 35.15 Contractor shall be required to deploy required IT infrastructure and furniture at each location whereas Collectorate shall be required to provide free space and electricity to the contractor.
- 35.16 In case the District/CEO feels its necessary to set up additional centres within the District for same work they may direct the contractor to set up the additional Unit within 15 days for which he shall be paid prevailing collector rate.
- 35.17 The requirement of cartridges, printer heads and other related items have to be calculated in advance by the contractor so that scarcity of this item should not arise at the time of EPIC generation.

- 35.18 Contractor should make arrangement to collect the form from RO/DEO/Tehsil/BLO office.

Special Conditions:

- a The total work is divided into 22 Zones. The tenderer can bid for any two Zones; however, the contractor shall be awarded the work for one zone only.
- b After opening of the Bids, if it is found that a Tenderer has quoted lowest rates in more than one zone, he will be given an opportunity to select one zone. In case of other zones, where, the Tenderer 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 one zone to the lowest bidder in case, no reasonable bids are available after carrying out the exercise mentioned above.

In case L1 bidders are more than one for a 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. **For District Bhopal, the selected vendor has to mandatorily deploy an additional complete setup and an operator for the State level Matdata Sahayta Kendra located at the office of the CEOMP.** 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 the all 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 100% 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 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, MSK (Matdata Sahayata Kendra) and 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/Aadhaar 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.

Sr. No.	Description		Rates excluding VAT/CST/Service Tax
1	Data Entry of Forms 6 ,6A	Per Elector	Rs 2.50
2	Data Entry of Forms 002, 7, 8, 8A	Per Elector	Rs.1.25
3	Single Sided Laser Printing of Electoral Roll, and/or Voter Slips 75 GSM of white paper.	Per Page	Rs 0.80
4	Double Sided Printing of Electoral Roll and/or BLO Register including Binding	Per Page (two pages per sheet)	Rs 0.65
5	Printing of PVC EPIC excluding the cost of the PVC card on which printing is done	Per Card	Rs 8.00

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 500 GB HDD, 2 GB RAM or above.
2	Digital Camera with appropriate Resolution	01 per District
5	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	PVC Card Printer using full panel cartridges	01 per district
8	Data Backup facility on 500 GB HDD	01 per District
9	UPS/Generators of 1 KVA capacity	01

The operator is expected to perform data entry of minimum 5000 nos of form 6 and 6A or 10000 nos of form 002, 7, 8. In case of combination of both types Form 002, 7, 8 shall considered equivalent to one no of Form 6 & 6A.

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 6,6A or 10000 of form 002,7,8) 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 of Online Data Entry of Elector details & Updation, Rationalization, Integration, EPIC Preparation, Deduplication, BLO Register Processing, Printing and Binding, Control table Corrections, Generation & Printing of Photo Electoral Roll as per the guidelines of Election Commission of India. (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 of Online Data Entry of Elector details & Updation, Rationalization, Integration, EPIC Preparation, Deduplication, BLO Register Processing, Printing and Binding, Control table Corrections, Generation & Printing of Photo Electoral Roll as per the guidelines of Election Commission of India. 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 of Online Data Entry of Elector details & Updation, Rationalization, Integration, EPIC Preparation, Deduplication, BLO Register Processing, Printing and Binding, Control table Corrections, Generation & Printing of Photo Electoral Roll as per the guidelines of Election Commission of India. (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: Rate Contract of Online Data Entry of Elector details & Updation, Rationalization, Integration, EPIC Preparation, Deduplication, BLO Register Processing, Printing and Binding, Control table Corrections, Generation & Printing of Photo Electoral Roll as per the guidelines of Election Commission of India. (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 of Online Data Entry of Elector details & Updation, Rationalization, Integration, EPIC Preparation, Deduplication, BLO Register Processing, Printing and Binding, Control table Corrections, Generation & Printing of Photo Electoral Roll as per the guidelines of Election Commission of India.

(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 of Online Data Entry of Elector details & Updation, Rationalization, Integration, EPIC Preparation, Deduplication, BLO Register Processing, Printing and Binding, Control table Corrections, Generation & Printing of Photo Electoral Roll as per the guidelines of Election Commission of India. 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 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 be 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 of Online Data Entry of Elector details & Updation, Rationalization, Integration, EPIC Preparation, Deduplication, BLO Register Processing, Printing and Binding, Control table Corrections, Generation & Printing of Photo Electoral Roll as per the guidelines of Election Commission of India.

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 count.

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)

District Name	Total Assembly Segments	Total Polling Stations	Total Electors	Estimated Quantity	
				Data Entry (Additions)	EPICs to be prepared
[1]	[2]	[3]	[4]	[5]	[6]
Sheopur	2	606	434060	21703	21703
Morena	6	1629	1299674	64984	64984
Bhind	5	1417	1117690	55885	55885
Gwalior	6	1697	1465352	73268	73268
Datia	3	685	518692	25935	25935
Shivpuri	5	1455	1154088	57704	57704
Guna	4	1043	788978	39449	39449
Ashoknagar	3	744	535294	26765	26765
Sagar	8	1985	1622708	81135	81135
Tikamgarh	5	1181	961126	48056	48056
Chhatarpur	6	1543	1208501	60425	60425
Damoh	4	1112	856635	42832	42832
Panna	3	872	678249	33912	33912
Satna	7	1921	1488281	74414	74414
Rewa	8	1954	1576137	78807	78807
Sidhi	4	1098	880379	44019	44019
Singrauli	3	799	643141	32157	32157
Shahdol	3	893	702782	35139	35139
Anuppur	3	657	499595	24980	24980
Umaria	2	556	415658	20783	20783
Katni	4	1073	865775	43289	43289
Jabalpur	8	2050	1734000	86700	86700
Dindori	2	629	471274	23564	23564
Mandla	3	929	699051	34953	34953
Balaghat	6	1585	1208697	60435	60435
Seoni	4	1314	935335	46767	46767
Narsingpur	4	985	737129	36856	36856
Chhindwara	7	1869	1419887	70994	70994
Betul	5	1511	1063820	53191	53191
Harda	2	504	370570	18529	18529
Hoshangabad	4	1122	824007	41200	41200
Raisen	4	1169	878054	43903	43903
Vidisha	5	1288	941037	47052	47052
Bhopal	7	2216	1839580	91979	91979
Sehore	4	1120	855402	42770	42770
Rajgarh	5	1330	989260	49463	49463
Agar Malwa	2	561	403202	20160	20160
Shajapur	3	811	584294	29215	29215

Dewas	5	1389	1030707	51535	51535
Khandwa	4	1122	864673	43234	43234
Burhanpur	2	633	501890	25095	25095
Khargone	6	1576	1237061	61853	61853
Badwani	4	1131	905456	45273	45273
Alirajpur	2	596	466870	23344	23344
Jhabua	3	886	709487	35474	35474
Dhar	7	1857	1462873	73144	73144
Indore	9	3008	2417346	120867	120867
Ujjain	7	1786	1369665	68483	68483
Ratlam	5	1222	961296	48065	48065
Mandsour	4	1120	905768	45288	45288
Neemuch	3	718	538705	26935	26935
Total	230	62957	49039191	2451960	2451960

Annexure IV : (22 Zones)

Division	Zone No.	Districts	Electors	Total Electors
CHAMBAL	1	SHEOPUR	434060	2851424
		MORENA	1299674	
		BHIND	1117690	
GWALIOR	2	GWALIOR	1465352	1465352
GWALIOR	3	DATIA	518692	2997052
		SHIVPURI	1154088	
		GUNA	788978	
		ASHOKNAGAR	535294	
BHOPAL	4	SEHORE	855402	1844662
		RAJGARH	989260	
BHOPAL	5	BHOPAL	1839580	1839580
BHOPAL	6	RAISEN	878054	1819091
		VIDISHA	941037	
NARMADAPURAM	7	BETUL	1063820	2258397
		HARDA	370570	
		HOSHANGABAD	824007	
INDORE	8	INDORE	2417346	2417346
INDORE	9	ALIRAJPUR	466870	2639230
		JHABUA	709487	
		DHAR	1462873	
INDORE	10	KHANDWA	864673	3509080
		KHARGONE	1237061	
		BURHANPUR	501890	
		BARWANI	905456	
UJJAIN	11	RATLAM	961296	2405769
		MANDSOUR	905768	
		NEEMUCH	538705	
UJJAIN	12	UJJAIN	1369665	1369665
UJJAIN	13	DEWAS	1030707	2018203
		SHAJAPUR	584294	
		AGAR MALWA	403202	
JABALPUR	14	JABALPUR	1734000	1734000
JABALPUR	15	KATNI	865775	1337049
		DINDORI	471274	
JABALPUR	16	MANDLA	699051	2843083
		BALAGHAT	1208697	
		SEONI	935335	
JABALPUR	17	NARSINGHPUR	737129	2157016
		CHHINDWARA	1419887	

SHAHDOL	18	SHAHDOL	702782	1618035
		ANUPPUR	499595	
		UMARIA	415658	
REWA	19	SIDHI	880379	1523520
		SINGRAULI	643141	
SAGAR	20	SAGAR	1622708	2479343
		DAMOH	856635	
SAGAR	21	TIKAMGARH	961126	2847876
		CHHATARPUR	1208501	
		PANNA	678249	
REWA	22	SATNA	1488281	3064418
		REWA	1576137	
		Total Electors	49039191	49039191

Financial Bid:

Division	Zone No.	Districts	Rate in percentage (above/below/at par) (Please enter only numerals preceded by (+) for above, (-) for below and zero for at par)
CHAMBAL	1	SHEOPUR	
		MORENA	
		BHIND	
GWALIOR	2	GWALIOR	
GWALIOR	3	DATIA	
		SHIVPURI	
		GUNA	
		ASHOKNAGAR	
BHOPAL	4	SEHORE	
		RAJGARH	
BHOPAL	5	BHOPAL	
BHOPAL	6	RAISEN	
		VIDISHA	
NARMADAPURAM	7	BETUL	
		HARDA	
		HOSHANGABAD	
INDORE	8	INDORE	
INDORE	9	ALIRAJPUR	
		JHABUA	
		DHAR	
INDORE	10	KHANDWA	
		KHARGONE	
		BURHANPUR	
		BARWANI	
UJJAIN	11	RATLAM	
		MANDSOUR	
		NEEMUCH	
UJJAIN	12	UJJAIN	
UJJAIN	13	DEWAS	
		SHAJAPUR	
		AGAR MALWA	
JABALPUR	14	JABALPUR	
JABALPUR	15	KATNI	
		DINDORI	
JABALPUR	16	MANDLA	
		BALAGHAT	
		SEONI	

JABALPUR	17	NARSINGHPUR	
		CHHINDWARA	
SHAHDOL	18	SHAHDOL	
		ANUPPUR	
		UMARIA	
REWA	19	SIDHI	
		SINGRAULI	
SAGAR	20	SAGAR	
		DAMOH	
SAGAR	21	TIKAMGARH	
		CHHATARPUR	
		PANNA	
REWA	22	SATNA	
		REWA	