

**कार्यालय : मुख्य निर्वाचन अधिकारी, उत्तराखण्ड**

विश्वकर्मा भवन, प्रथम तल, सुभाष रोड, सचिवालय परिसर, देहरादून- 248001  
फोन नं० (0135) - 2713760, 2713551 फैक्स नं० (0135) - 2713724

संख्या: 986 /XXV-25/2023 देहरादून: दिनांक 02 मार्च, 2024

सेवा में,

महानिदेशक,  
सूचना एवं लोक सम्पर्क विभाग,  
उत्तराखण्ड।

**विषय:-** ई-निविदा सूचना के प्रकाशन के सम्बन्ध में।

महोदय,

उपरोक्त विषय के सम्बन्ध में अवगत कराना है कि लोक सभा के आगामी सामान्य निर्वाचन-2024 के सम्पादनार्थ निर्वाचन में प्रयुक्त वाहनों पर GPS System लगाये जाने हेतु ई-निविदा सूचना दिनांक 02 मार्च 2024 को प्रकाशित समाचार पत्रों में किया जाना है।

अतः उक्त ई-निविदा की सूचना की प्रति संलग्न करते हुए मुझे निवेदन सहित यह कहने के निदेश प्राप्त हुए हैं कि कृपया ई-निविदा सूचना को सर्वसाधारण की व्यापक जानकारी के लिए सर्वाधिक प्रचलन के तीन समाचार पत्रों में (जिसमें सर्वाधिक प्रचलन के एक राष्ट्रीय स्तर के समाचार पत्र और दो सर्वाधिक प्रचलन के उत्तराखण्ड के समाचार पत्रों के उत्तराखण्ड संस्करण में) अधिकतम साई 15X10 सेमी जिसमें उपरोक्तानुसार कार्यालय का सम्पूर्ण Header (शीर्षलेख) भी सम्मिलित है में तत्काल प्रकाशित करवाते हुए प्रकाशन सम्बन्धी देयक प्रमाणित कर भुगतान हेतु इस कार्यालय को प्रस्तुत करने का कष्ट करें।  
संलग्नक-यथोपरि।

भवदीय,



(मस्तू दास)

सहायक मुख्य निर्वाचन अधिकारी,  
उत्तराखण्ड।

कार्यालय : मुख्य निर्वाचन अधिकारी, उत्तराखण्ड  
विश्वकर्मा भवन, प्रथम तल, सुभाष रोड, सचिवालय परिसर, देहरादून- 248001  
फोन न० (0135) - 2713760, 2713551 फैक्स न० (0135) - 2713724

संख्या: 985 /XXV-25/2023

देहरादून: दिनांक 02 मार्च, 2024.

## National Invitation of Bid(Short Term)

Under the Provision laid down under Uttarakhand Procurement Rules 2017 (as amended from time to time) Sealed Single Stage Two-envelopes unconditional online Bids are invited on Uttarakhand E-Procurement website/portal [https:// uktenders.gov.in](https://uktenders.gov.in) by Chief Electoral Officer, Uttarakhand for the selection of vendor for the services as mentioned in table below.

The complete Bidding Document, including the Conditions of Contract, evaluation and qualification criteria and procedure, Bidding forms, designs, specifications, delivery schedule, etc. can be seen and downloaded from the website [https:// uktenders.gov.in](https://uktenders.gov.in) and Website, of Office of Chief Electoral officer, Uttarakhand <https://ceo.uk.gov.in>.

Name of Service
Fixing of GPS with Vehicle Tracking System in FST/ SST vehicles, EVMs / VVPATs transportation vehicles Zonal and Sector Magistrate and Polling Parties Vehicles on rental basis deputed for election duty and also provide Web based Vehicle Tracking System with dashboards and reports, mobile app and Control Center at CEO and DEO Level

Stage of Procurement	Date	Time
Date of Publication on <a href="http://www.uktenders.gov.in">www.uktenders.gov.in</a>	2 <sup>nd</sup> March 2024	11:00 Hrs.
Pre-Bid meeting date and time	5 <sup>th</sup> March 2024	11:00 Hrs.
Bid submission start date on <a href="http://WWW.uktenders.gov.in">WWW.uktenders.gov.in</a>	7 <sup>th</sup> March 2024	11:00Hrs
Last date and time of Submission of Bid on <a href="http://WWW.uktenders.gov.in">WWW.uktenders.gov.in</a>	12 <sup>th</sup> March 2024	12:00Noon
Due date of Technical Bid opening	12 <sup>th</sup> March 2024	15:00Hrs
Due date of Financial. Bid opening	To be notified later	

(मस्तू दास)

सहायक मुख्य निर्वाचन अधिकारी,  
उत्तराखण्ड।



**OFFICE OF CHIEF ELECTORAL OFFICER UTTARAKHAND**  
**Vishwakarma Bhawan First Floor, Uttarakhand Secretariat, 04-Shubhash**  
**Road, Dehradun**

Email ID [election09@gmail.com](mailto:election09@gmail.com)  
 No.-985 / XXV - 25 / 2023

PHONE NO. 0135- 2713760 ,271355  
 Dehradun, Dated 02 March 2024

## National Invitation of Bid(Short Term Tender)

Under the Provision laid down under Uttarakhand Procurement Rules 2017 (as amended from time to time) Sealed Single Stage Two-envelopes unconditional online Bids are invited on Uttarakhand E-Procurement **website/portal <https://uktenders.gov.in>** by **Chief Electoral Officer, Uttarakhand for the selection of vendor for the services as mentioned in table below.**

Name of Service	Tender Fee	Tentative No of vehicle for GPS/GPRS Installation	Bid Security
Fixing of GPS with Vehicle Tracking System in FST/ SST vehicles, EVMs / VVPATs transportation vehicles Zonal and Sector Magistrate and Polling Parties Vehicles on rental basis deputed for election duty and also provide Web based Vehicle Tracking System with dashboards and reports, mobile app and Control Center at CEO and DEO Level	Total Bid fee is INR 2500 including GST as applicable irrespective of number of packages applied. Through Demand Draft or Bankers Cheque <b>Chief Electoral Officer, Uttarakhand payable at Dehradun</b>	• FST & SST- 900 Vehicles for approximate 45 Days Zonal Magistrate & Sector Magistrate - 1800 Vehicles around 16- 20 days Vehicle for Polling Parties -6500 around 2-6 days	INR 10,00,000 (Rupees Ten Lac) FDR/TDR in favor of <b>Chief Electoral Officer, Uttarakhand payable at Dehradun from Scheduled Commercial Bank</b>

The complete Bidding Document, including the Conditions of Contract, evaluation and qualification criteria and procedure, Bidding forms, designs, specifications, delivery schedule, etc. can be seen and downloaded from the website **[https:// uktenders.gov.in](https://uktenders.gov.in)** and **Website, of Office of Chief Electoral officer, Uttarakhand <https://ceo.uk.gov.i>**

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<b>Date of Publication on <a href="http://www.uktenders.gov.in">www.uktenders.gov.in</a></b>	2 <sup>nd</sup> March 2024	11:00 Hrs.
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<b>Last date and time of Submission of Bid on <a href="http://WWW.uktenders.gov.in">WWW.uktenders.gov.in</a></b>	12 <sup>th</sup> March 2024	12:00Noon
<b>Due date of Technical Bid opening</b>	12 <sup>th</sup> March 2024	15:00Hrs
<b>Due date of Financial. Bid opening</b>	To be notified later	

**Office of Chief Electoral Officer, Uttarakhand**

*(Handwritten signatures and initials)*



**SECTION-I  
BID DATA SHEET (BDS)**

<b>1</b>	Reference No of Bids	<b>No. /XXV - 25 / 2023 Dehradun, March 2024</b>
	Name of Tender	<b>Fixing of GPS with Vehicle Tracking System in FST/ SST vehicles, EVMs / VVPATs transportation vehicles Zonal and Sector Magistrate and Polling Parties Vehicles on rental basis</b> deputed for election duty and Web based Vehicle Tracking System with dashboards and reports, mobile app and Control Center at CEO and DEO Level for Lok Sabha Elections 2024
<b>2</b>	Name & Address of officer as the Tender Inviting Authority (TIA) and for clarification purposes	<b>Office of Chief Electoral Officer, Uttarakhand, First Floor, Vishwakarma Bhawan Uttarakhand Secretariat, Subash Road, Dehradun-248001 Uttarakhand</b>
<b>a</b>	Name of Nodal Officer	<b>Mr. Mastu Das</b>
<b>b</b>	Designation	Asst. Chief Electoral Officer Uttarakhand
<b>c</b>	Contact No.	0135-2713551 & 2713724
<b>d</b>	E- Mail Id.	election09@gmail.com
<b>e</b>	Placing Work Order	Office of Chief Electoral Officer, Uttarakhand
<b>f</b>	Payment authority Office	Chief Electoral Officer, Uttarakhand
<b>3</b>	Subject Matter of Procurement	Fixing of GPS with Vehicle Tracking System in FST/ SST vehicles, EVMs / VVPATs transportation vehicles Zonal and Sector Magistrate and Polling Parties Vehicles on rental basis deputed for election duty including Web based Vehicle Tracking System with dashboards and reports, mobile app and Control Center at CEO and DEO Level for Lok Sabha Elections 2024
<b>4</b>	FOR Destination	District Election Officer/District Magistrate All Districts, (Uttarakhand); Polling Station as decided by Chief Electoral Officer, Uttarakhand based on DEO Proposal
<b>5</b>	Joint Venture /Consortium	Allowed but the written agreement for Joint Venture is to be mandatorily annexed with deceleration of liability of both the parties shall be jointly and severally
<b>6</b>	Bid Procedure	Single Stage Two Envelopes Bidding (Two Parts) National Open Competitive Bid procedure
<b>7</b>	Websites for downloading Bidding Document,	Websites: <a href="https://uktenders.gov.in/">https:// uktenders.gov.in/</a> and <a href="https://ceo.uk.gov.in">https://ceo.uk.gov.in</a>
<b>8</b>	Bid Fee	INR 2500/-inclusive of all taxes payable either through Banker's Cheque or Bank Draft from a Scheduled Commercial Bank in favor of 'Chief Electoral Officer, Uttarakhand' payable at Dehradun



9	Bid Security* and Mode of Payment	FDR/ TDR in favor of Chief Electoral Officer, Uttarakhand payable at Dehradun by Scheduled Commercial Bank through either of the financial instrument Note - Bid Security amount as per mentioned in this document along with single covering letter mentioning Bid details with original copy of FDR/TDR in favor of Chief Electoral Officer Uttarakhand payable at Dehradun attached properly sealed in an envelope to be sent to address mentioned in this document to be submitted before the last date and time of bid submission on E Procurements Portal shall be submitted with a validity of 30 days beyond the original or extended validity period of bid
10	Date/ Time/ Place of Pre-bid Meeting	1 <sup>st</sup> March 2024 at 1100 hrs. Office of Chief Electoral Officer, Uttarakhand, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat, Subash Road, Dehradun-248001 Uttarakhand
b	Date and time for submission of Pre-Bid Queries	1 <sup>st</sup> March, 2024 till 1000 Hrs., the queries are to be mailed to following e-mail id in both Pdf and Excel sheet. E-Mail Id- <a href="mailto:election09@gmail.com">election09@gmail.com</a>
11	Period of downloading of Bidding Document through E- Procurement (Start/ End Date)	
a	Start Date	2 <sup>nd</sup> March, 2024 from 11:00 Hrs.
b	End Date	12 <sup>th</sup> March 2024 till 1100Hrs
12	Date of submission of Documents by uploading of documents on E-Procurement Portal	
a	Start Date	7 <sup>th</sup> March 2024 from 11:00 Hrs.
b	End Date	12 <sup>th</sup> March 2024 till 1200 Noon
13	Submission of Documents in Original and Physical Form	
a	Date of submission of documents	12 <sup>th</sup> March 2024 till 1100Hrs till 1300 Hrs.
b	Place of Submission of documents	Office of Chief Electoral Officer, Uttarakhand, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat, 04 Subash Road, Dehradun-248001 Uttarakhand
c	Documents to be submitted along with bid	1. Letter of Bid- Form No BD-I 2. Bidder Information Form - BD-II 3. Bidders Performance Statement - Form No BD(PS)- III 4. Manpower Employed and proposed Manpower for assignment Form-BD (MP) -IV 5. Detail of Technical Infrastructure of a Agency / Firms to demonstrate the GPS/GPRS Specification along with VTS of the Firm Form BD (TI)- V 6. Financial Strength of Bidder - Form -BD (FS)-

Office of Chief Electoral Officer, Uttarakhand

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		<p>VI 7 Power of Attorney for signing Bid- Form BD(PA)-VII 8 Affidavit Undertaking by Bidder -Form -BD (AU)-VIII 9. Certificate for Confirmation / Non-Deviation-Form BD (IX) 10. Performance Guarantee in Form No BD(BS)-X 11.Non-Disclosure-Agreement BD (NDA) -XI 12.Integrity Pact BD(IP)-XII 13. Manufacture Authorization Form 13, Prescribed Tender Fee 14 Other Documents such as PAN Card, TAN Card etc 15 Documents relating to Services in t Government departments- The documents on Sr No 7,8,12 shall be on non-judicial stamp Paper of INR 100 each duly <i>notarized and the scanned copy to be uploaded on e-procurement portal</i> <i>Sr no 7, 8,10,12,13, are to be submitted in Original in a sealed envelope before the last date of bid submission, failing which the bid shall be considered substantially unresponsive and shall be summarily rejected</i></p>
14	Date/ Time/ Place of Technical Bid Opening	12 <sup>th</sup> March 2024 Time -1500 Hrs. Office of Chief Electoral Officer Uttarakhand First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat Subash Road, Dehradun-248001 Uttarakhand
15	Bid evaluation criteria.	Selection of responsive and technically qualified bidder, whose rates are. financially lowest
16	Date/ Time/ Place of Financial Bid Opening	Bid Evaluation Committee shall prepare a list of technically qualified bidders after approval of competent authority. Date and Time of opening of Financial Bid shall be communicated to technically qualified bidders
17	Bid Validity	90 Days from last date of submission
18	Language of Bid	English
19	Alternative Bid	Disallowed
20	<b>Performance Security</b>	<p>Performance Security will be 10 percent of Contract Price</p> <ul style="list-style-type: none"> <li>• <i>FDR/TDR from Scheduled Commercial Bank</i></li> <li>• <i>Bank Guarantee from Scheduled Commercial Bank</i></li> <li>• <i>National Saving Certificates</i></li> </ul>



	<p><i>Performance Security shall be provided by the successful bidder within Stipulated date and time as mentioned in the letter to award issued by the office of CEO Uttarakhand for signing of Contract and to deposit Performance Security during this time period</i></p> <p>The bid security of successful bidder shall be refunded upon submission of the full amount of performance security by the successful bidder.</p>
Contract Period	<p>Contract Period shall commence from date of issuance of Work Order till successful operation and maintenance services after successfully commissioning of the project (one time job) as per the bidding document , The contract period shall be for Six months</p>

*Envelops Bid- (Two Parts) through <https://uktendersgov.in/>. Detailed instruction to bidders for online registration and bid submission on state procurement portal is attached to this Tender. DD/Banker's cheque for Bid Document Fees and FDR/TDR for Bid Security should be submitted physically at the office of Procurement Entity as prescribed in NIB on or before date/time prescribed. The bidder has also to submit the affidavit by the concerned firm of Non- Blacklisting etc., as well as the Power of Attorney issued in name of authorized representative for signing and execution of bid. Scanned copy of same should also be uploaded along with the online technical Bid/ cover.*

- 2) The Procurement entity reserves the complete right to cancel the bid process and reject any or all the Bids without giving reasons thereof.
- 3) No contractual obligation whatsoever shall arise from the bidding document/bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful selected bidders.
- 4) In case any bidder fails to physically submit the Tender Fee and Bid Security along with duly notarized INR 100 Non-Judicial Stamp Paper affidavit of certificate of Non-black listing and Non-Insolvent as well Power of attorney duly notarized INR 100 Non-Judicial Stamp Paper on or before the prescribed last date/time in the BDS its bid shall not be accepted. The Bidding document fee and Bid Security should be drawn in favour of "Chief Electoral Officer, Uttarakhand" payable at "Dehradun" from any Scheduled Commercial Bank.
- 5) To participate in the online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 to digitally sign their electronic signature.
- 6) The Office of CEO shall will not be responsible for delay in online submission for any reason. For this, bidders are requested to upload the complete bid well in advance so as to avoid 11th-hour issues like slow internet speed, choking of the website due to heavy load or any other unforeseen problems.
- 7) Procurement Entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid proposal.
- 8). Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the provisions of Rules there to including amendment (s), the latter shall prevail. In case any changes in ECI guidelines/directions issued in time to time shall also be applicable.

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## SECTION-II

### DETAIL FOR COMPLETE BID PROCESS

Selection of vendor is a two-stage bidding process where in eligible bidders shall submit their technical bids and financial bids separately.

- Eligibility-cum-Technical bids will be evaluated for all the bidders.
- financial bids will be opened only for those bidders who are found eligible and technically qualified through electronic tender in e-procurement portal only. financial bids for the ineligible and/or technically disqualified bidders will not be opened.

#### 1) Sale of Bidding/ Tender Documents

a) The sale of bidding documents shall be commenced from the date given in NIB. The complete bidding document shall also be placed on the website of Chief Electoral Officer, Uttarakhand, and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay the tender fee while submitting the Bid to the procuring entity before the last date of submission.

b) The bidding documents price shall be paid through by bank demand draft/ banker's cheque. Financial Instrument should be submitted at Tender Inviting Authority (TIA) office in original before the last date of submission.

c) 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.

#### 2) Pre-bid Meeting/ Clarifications

a) Any prospective bidder may, in writing, seek clarifications from the TIA. Office of Chief Electoral Officer, Uttarakhand in respect of the bidding documents.

b) A pre-bid conference is also scheduled by the TIA as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders





and where applicable, shall be published on the respective websites and E-Procurement Portal

c) The minutes and response, if any, shall be provided promptly uploaded on the website of CEO Uttarakhand and E-Procurement Portal to enable those bidders to take minutes into account in preparing their bids,

### **3) Changes in the Bidding Document**

a) At any time, prior to the deadline for submission of Bids, the TIA may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

b) In case, a clarification or modification is issued to the bidding document, the TIA may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

c) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity: Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

### **4) Period of Validity of Bids**

a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.

b) Prior to the expiry of the period of validity of Bids, the TIA, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids.

d) A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

### **5) Format and Signing of Bids**





a) Bidders must submit their bids online at e- Procurement portal i.e. <http://uktenders.gov.in>

b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.

c) A Single Stage Two part/ cover system shall be followed for the Bid: -

- I. Technical Bid, including fee details, eligibility & Technical Experience
- II. Financial Bid

Sr No	Type of Document	Document Format
<b>Mandatory Fee Documents</b>		
1	Tender Fee, Bid Security Deposit, The responding firm / agency: a) Should have made a payment of Rs. 2500/- for the Tender Fee b) Should have submitted a Bid Security as mentioned in the NIB	a) Tender Fee either through DD/ Banker's Cheque issued through b) Bid Security TDR /FDR Scanned Copy of both the Tender Fee and Bid Security scanned copy in PDF format to be uploaded on the E- Procurement Portal <b><u>The Original financial instrument is to be submitted at the office of CEO Uttarakhand on or before the last date of bid submission in a sealed envelope</u></b>
B	Eligibility Document	
2	Bidder's Authorization Certificate along with Power of Attorney/ Board Resolution authorizing the person to sign the documents/ bids on behalf of the firm	As per Form <i>BD (PA)-VII</i> Power of Attorney along with Certificate/ Resolution/ to be, scanned and same to be uploaded on E-Procurement Portal in Pdf. Format <b><u>The Original instrument is to be submitted at the office of CEO Uttarakhand on and before the last date of bid submission in a sealed envelope</u></b>
3	Declaration by bidders for Non-Blacklisting / Debarment or Insolvency	AS per Form no VIII Affidavit Undertaking by Bidder - Scanned copy of the Declaration same to be uploaded on E- Procurement Portal in Pdf. Format Affidavit to be signed on a Non-Judicial Stamp Paper of INR 100 duly notarized <b><u>The Original declaration on the Stamp Paper is to be submitted at the office of CEO Uttarakhand on or before the last date of bid submission in a sealed envelope</u></b>
4	Declaration by bidder on Technical Capacity of Agency in terms capacity of GPS/GPRS System along with necessary details	Detail of Technical Infrastructure of firm to demonstrate the Capacity of the Firm Form <i>BD (TI)- IV Form-BD (PA)-V</i>
5	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)





		<ul style="list-style-type: none"> <li>• Letter of Bid- Form No BD-I</li> <li>• Bidder Information Form – BD-II</li> <li>• Bidders Performance Statement – Form No BD(PS)- III</li> <li>• Manpower Employed and proposed Manpower for assignment Form-BD (MP) -IV</li> <li>• Financial Strength of Bidder – Form -BD (FS)- VI</li> <li>• Form-BD (ND) – IX Certificate of Conformity and Non-Deviation</li> </ul>
6	Documents of Entity	Certificate of incorporation and Registration Certificate or Partnership Deed in case of firm or Self certificate in case of Sole Proprietor
7	Documents for Financial Strength of entity along with GST and PAN no copies	<p>Valid PAN and GSTIN</p> <p>Annual turnover statement for last three FY (2020-2021, 2021-2022 and 2022-2023) should be furnished in the format given in Annexure VI duly certified by the Chartered Accountant with duly generated UDIN with the audited annual financial Statement or Income Tax Return (UDIN generation date should be after issuance of date of Tender)</p> <p>Income tax returns for last three FY.</p> <p>Positive net worth certificate issued by CA in Annexure VI duly certified by the Chartered Accountant with duly generated UDIN</p> <p>GST return copy of FY 2022-23 year.</p>
8	Experience and Completion Certificate	<p>Copy of work order &amp; complete client execution certificates of the order for deployed as part of a project - GPS Based Vehicle Tracking Solution on any Government Departments, PSUs, Autonomous Bodies Local Bodies Universities, Deemed universities /Reputed Private universities</p> <p>Government means includes Center, State Governments during the last 05 financial years from the concerned client.</p> <p>Work completion Certificate</p>
	Self-Certification for Human Resource and Technical Inventory	Self-declaration on the company letter head along with details of Personnel in respect of current year to be provided
10	At least have following 2 (three) valid Certificate of ISO/CMMi valid upto 30 <sup>th</sup> June 24 .	The Bidder should at least have following any 2 (two) valid Certificate of ISO ISO 27001:2018 ISO 9001:2015 ISO 9001:2000/ or CMMI certification.





	Valid certificate from a test agency for <b>Technical Specifications /features / parameters /capabilities of GPS Tracker Device and the capabilities in-line with its associated Vehicle Tracking System Software at cloud/server-side</b>	Valid certificate from a test agencies in Central Motor Vehicle Rule ( CMVR) Tracking System for testing related to automobiles below covering all the points as per the requirements in table <ul style="list-style-type: none"> <li>• Automotive Research Association of India</li> <li>• Central Institute of Road Technology (CIRT)</li> <li>• Vehicle Research and Development Establishment (VRDE)</li> <li>• International Center for Automotive Technology (ICAT)</li> <li>• any Competent Government Body Approved Agency</li> </ul>
Tenderer document should be duly signed by the Authorized signatory of the Company/Firm.		

#### Financial Bid Detail

Sr No	Type of Document	Document Format
1	Covering letter of Financial Bid	On bidder's letter head duly signed by authorized signatory as per Annexure- (PDF) Form-BD (FB) XI
2	Financial Bid	As per BoQ format available on eProcurement portal only

The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ content may lead to the rejections of the Bid submitted by the bidder.

#### 6) Cost & Language of Bidding

a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English/Hindi Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in this case, for purposes of interpretation of the Bid, such translation shall govern.

#### 7) Alternative/ Multiple Bids:

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Alternative/ Multiple Bids shall not be considered at all.

**8) Bid Security:**

- a) Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.
- b) A Bid security instrument shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the TIA in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re- invited.
- d) The bid security may be given in the form of a Demand Draft/FDR/TDR from Scheduled Commercial Bank or the bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the TIA from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy
- f) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security
- g) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
  - I. when the bidder withdraws or modifies its bid after opening of bids;
  - II. when the bidder does not execute the agreement, if any, after placement of letter of contract.
  - III. when the bidder fails to commence the supply of goods or services or execute work as per supply/ work order within the time specified.
  - IV. when the bidder does not deposit the performance security within specified period after the Lol is placed; and
  - V. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document
  - VI. If the bidder fails to submit requisite Performance Security Deposit (PSD) or sign the "Agreement for contract" within the period as specified in the "Letter of Intent"
- h) Notice will be given to the bidder with reasonable time before bid security (EMD) deposited is forfeited.
- i) No interest shall be payable on the bid security (EMD).
- j) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security or refunded if the successful bidder furnishes the full amount of performance security.
- k) The TIA shall promptly return the bid security after the earliest of the following events, namely:





- I. the expiry of validity of bid security;
- II. the execution of agreement for contract and security deposit is furnished by the Successful Bidder;
- III. the cancellation of the procurement process; or
- IV. the withdrawal of bid prior to the deadline for presenting bids unless the bidding documents stipulate that no such withdrawal is permitted.

l) a. Every tenderer / bidder, participating in the bid must furnish the earnest money deposit, as specified in the Notice Inviting Tender (NIT). Exemption and relaxation from EMD will be applicable according to the firms registered by Directorate Industry, Uttarakhand as per the due provisions of Purchase Preference Policy for Small and Mini Industries -2019 (Including Cottage, Khadi, Village industry Handloom, Handicraft and Startup) can as per rule claim exemption for fees for Tender Fee and EMD b. The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the of the EMD.

c. The EMD shall be submitted by the bidder who is applying for the tender. EMD in the name of any other firm/ person other than the bidder who is applying for the tender, shall not be accepted.

Note - EMD will be paid for each zone in the form of demand draft/FDR/TDR of amount as per mentioned in this document along with single covering letter mentioning EMD details zone wise, with original copy of DD in favor of Chief Electoral Officer Uttarakhand payable at Dehradun attached properly sealed in an envelope to be sent to address mentioned in this document.

#### **9) Deadline for the submission of Bids**

a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.

b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the TIA. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on. It would be ensured CEO Uttarakhand website and E-Procurement Portal that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. TIA shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

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### **10) Withdrawal, Substitution, and Modification of Bid**

- a) A Bidder may withdraw, substitute, or modify its bid after it has been submitted before the deadline prescribed for submission of bids will be as per the terms and procedure of e- procurement portal
- b) Bids withdrawn shall not be opened and processes further.

### **11) Opening of Bids-**

- a) The Bids shall be opened by the tender evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by the members of Bid evaluation committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Proc website (only for the bidders who have submitted the documents, tender fee and Bid Security in original before the last date and time of bid submission\_
- e) The committee may conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
  - I. bid is accompanied by Tender fee, bid security
  - II. bid is valid for the period, specified in the bidding document;
  - III. bid is unconditional and the bidder has agreed to give the required performance security; and
  - IV. other conditions, as specified in the bidding document are fulfilled.
- f) any other information which the committee may consider appropriate.
- g) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the with the original Financial instrument of the required price of Tender Fee and bid security along with affidavit and Power of attorney .
- h) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

### **12) Selection Method:**

- a) The contract will be awarded to the lowest evaluated responsive bidder, qualifying to the final round after Technical and Price Bid evaluation zone wise

### **13) Clarification of Bids**

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a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-procurement portal.

b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.

c) 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 the committee in the evaluation of the financial Bids.

d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

e) All communications generated under this rule shall be included in the record of the procurement proceedings.

#### 14) Evaluation of Bids

i. The tendering authority/ committee shall evaluate each bid that has been determined, up to the stage of the evaluation, to be responsive. ' .

ii. To evaluate a bid, the tendering authority shall use all the criteria and methodologies defined in this bidding document.

iii. To evaluate a bid, the tendering authority shall consider the following if any

- Bid price as quoted in accordance with bidding document.
- Price adjustment for correction of arithmetic errors in accordance with bidding document.
- Price adjustment due to discounts offered in accordance with bidding document;

#### 15) Determination of Responsiveness

a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of eligibility criteria of the bidding document.

b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -

i. **"deviation"** is a departure from the requirements specified in the bidding document;

ii. **"reservation"** is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

iii. **"Omission"** is the failure to submit part or all of the information or documentation required in the bidding document.

c. A material deviation, reservation, or omission is one that,

i. if accepted, shall: -

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1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
  - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

e. The TIA shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

**d) Non-material Non-conformities in Bids**

a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.

b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, any other Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above

**16. Evaluation of Technical Bids**

a. The initial eligibility-cum-technical evaluation shall be completed by the Tendering Authority / designated Tender Committee as early as possible after opening of technical bids.

b. The Tendering Authority / designated Tender Committee will evaluate the Technical bids of the tenderers/Bidders as per the criteria & requirements specified in this document

c. A detailed evaluation of the bids shall be carried out in order to determine whether the tenderers/bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender Document





d. In case of any clarifications/ queries purchaser can ask for clarification from the bidder. In case the bidder does not provide clarification in time, or purchaser finds the clarification unsatisfactory purchaser can summarily reject the bid.

e. After approval of the technical evaluation by tendering authority, the bids of the firms which qualified in the technical evaluation shall be intimated. The commercial bids in respect of the bidders qualifying the technical bids only will be opened as notified this scheduled date and/or time.

f. The firms which could not qualify in technical evaluation will be informed about this fact. Their EMD will be refunded after completion of the bid process i.e. award of the contract to the best/ successful tenderers/bidders

### **17. Evaluation of Financial Bids**

a. The financial bids of tenderers/bidders who qualified in technical evaluation shall be opened as notified at the notified time and date specified by the Tendering Authority / designated Tender Evaluation Committee.

b. Conditional bids are liable to be rejected. However, the financial implication of conditions may be worked out and added to the quoted price.

c. The price quoted by the Bidder shall include cost and expenses on all counts viz. equipment, Web Camera, Televisions, materials, tools/ techniques/ methodologies, Technical manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & out-station expenses, etc. and any other cost involved in the Supply, commissioning, and delivery of services.

d. The offers shall be evaluated for every zone and marked L1, L2, and L3 etc. for each zone. L1 being lowest offer and then others in ascending order.

e. The designated Tender Committee shall prepare a comparative statement in tabular form and its report on evaluation of financial bids and with the recommendation to sanction the best offer to the CEO for approval.

### **18. Correction of Errors**

a. Price Bids determined to be substantially responsive will be checked by the Tender Evaluation Committee for any errors. If there is a discrepancy between the quoted rate in figures and the quoted rate in words, the rate in words will take precedence.

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- b. Arithmetic errors will be rectified on the following basis.
- If there is a discrepancy between the unit rate and the total cost that is obtained by multiplying the unit rate and quantity, the unit rate multiplied by quantity shall prevail and the total cost will be corrected.
  - If there is a discrepancy between the total bid amount and the sum of various costs, the sum the various costs shall prevail, and the total bid amount will be corrected.
- c. The amount stated in the Form of Commercial Bid will be adjusted by the designated Tender Evaluation Committee in accordance with the above-mentioned point for the correction of errors and shall be considered as binding upon the bidder.
- d. If the bidder does not accept the corrected amount of bid, the bid will be rejected, and the EMD shall be forfeited.

**19.Tendering authority's (TIA) Right to Accept/ Reject any or all the Bids:**

The tendering authority reserves the right to accept or reject any bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the tenderer(s)/bidder(s) or any obligation to inform the affected tenderer(s)/bidder(s) of the grounds for the Purchasers action.

**20.Selection of Bidder :**

- a. The bidder will be awarded to the lowest evaluated responsive bidder, qualifying to the final round after Technical and Price Bid evaluation zone wise. The L1 bidder will be eligible for placement of work Order for the item.
- b. The price quoted by the Bidder shall include cost and expenses on all counts viz. Internet connectivity, Television, Web Camera necessary software, servers, cost of equipment, materials, tools/ techniques/ methodologies, technical manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc., and any other cost involved in the supply, commissioning and delivery of service
- c. The Bidder shall indicate the price it proposes to provide under the contract only in the prescribed format. Prices should be shown separately showing the taxes as detailed in the Tender Document. The price components furnished by the bidder in accordance with format provided in this bid document will be solely for the purpose





of facilitating the comparison of bids by Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered. Prices per unit excluding GST will be taken as quoted price for comparing lowest prices.

- d. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. However, Purchaser reserves the right to negotiate the prices quoted in the bid to effect downward modification, if required
- e. The Contract price would be inclusive of all applicable taxes, duties, charges, and levies, unless specified otherwise. If there would be any increase in the taxes, levies, duties, fee, and other charges during tenure of the contract, the financial burden of the same shall be borne by the bidder.
- f. The bid evaluation committee shall prepare a comparative statement in tabular form accordance with rules along with its report on evaluation of financial Bids and recommend a list of bidders that have the lowest offer for acceptance to the procuring entity.
- g. The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid and sign it.
- h. It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.
- i. In case for any two or bidders have quoted same price L1, in such a scenario the criteria to recommend the successful bidder the basis of average turnover shall be considered . The firm with higher average turnover will be recommended to be awarded contract for particular, where L1 prices of two or more bidders are same

**21 AWARD OF CONTRACTS: Award Criteria:**

- a. The contract will be awarded to the lowest evaluated responsive bidder qualifying to the final round after Technical and Price Bid evaluation zone wise. The L1 bidder will be eligible for placement of work Orders for the item. Issue of notification of award:
- b. The issue of Notification of Award shall constitute the intention of the Purchaser to enter into contract with the bidder. The purchaser will notify the successful bidder in by publishing in the website, to be subsequently confirmed in writing by registered letter, that its bid has been accepted. The bidder shall within 03 days of issue of the Notification of Award, given his acceptance along with agreement document & Performance Security. In case the bidder is not willing





to unconditionally accept the contract within the specified timeframe, the EMD submitted will be forfeited.

- c. The Tenderer shall not, at any time, assign, sub-let or make over the contract or the benefit thereof or any part thereof to any person or persons what so ever. All notices or communications relating to and arising out of this agreement or any of the terms thereof shall be considered duly served on or given to the Tenderer if delivered to him or left at the premises, places of business or email sent at email id as provided by the tenderer.
- d. If the lowest Tenderer fails execute the agreement and/or to deposit the required performance security within the time specified or withdraws the tender, after the intimation of the acceptance of the tender or owing to any other reasons to undertake the contract, the contract will be cancelled and the Earnest Money Deposit deposited by the tenderer along with the tender shall stand forfeited by the CEO, UK., and the firm will also be liable to make for the damages/losses suffered by CEO, UK. apart from other penal actions

## 22. Performance Security

Performance security acts as a safeguard against unsatisfactory performance or violation of contract agreement by the supplier on the contract. Performance security should be an amount of 10 % of the value of Contract during the contract validity period.

- a. Performance security may be furnished in form of a BG or FDR/TDR. The performance security amount may be adjusted against the EMD deposited by the successful bidder and thus they have to submit the balance amount in form as mentioned above. The format for Performance Bank Guarantee is annexed at Annexure XIII
- b. Performance security is to be furnished within 03 days after notification of the award and it should remain valid for a period of 06 Months from date of contract signing. Purchaser will have right to extend it for further period depending upon
- c. In exceptional circumstances, the Tendering Authority may solicit the Tenderer's/ Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (letter)
- d. Performance security shall be furnished in any one of the following forms: -





- i. **Bank guarantee/s of a scheduled bank.** It may be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
- ii. **Fixed Deposit Receipt (FDR) of a scheduled commercial bank.** It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- iii. Performance security furnished in the form specified above shall remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period

**e) Forfeiture of Performance Security Deposit**

Performance Security Deposit amount in full or part may be forfeited, including interest, if any, in the following cases: -

- I. When any terms and condition of the contract is breached.
- II. When the bidder fails to make complete supply satisfactorily.
- III. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document

f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.

g) No interest shall be payable on the PSD

**23) Right to vary quantity**

a) If the TIA does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation

**24) Execution of agreement**

a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.





b) The successful bidder shall sign the procurement contract as per date and time stipulated by Tender Inviting Authority as mentioned which in the letter of acceptance or letter of intent is dispatched to the successful bidder.

c) If the bidder, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document. The TIA may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.

d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value of INR 100/

## 25) Confidentiality

a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, TIA shall not disclose any information if such disclosure, in its opinion, is likely to: -

- I. impede enforcement of any law;
- II. affect the security or strategic interests of India;
- III. affect the intellectual property rights or legitimate commercial interests of bidders;
- IV. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

b) The TIA shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.

c) The TIA may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.

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d) In addition to the restrictions specified above, the TIA , while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

## **26) Cancellation of procurement process**

a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the TIA from initiating a new procurement process for the same subject matter of procurement, if required.

b) A TIA may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -

- I. at any time prior to the acceptance of the successful bid; or
- II. after the successful bid is accepted in accordance with (IV) and (V) below.
- III. The TIA shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- IV. The decision of the TIA to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- V. If the bidder whose bid has been accepted as successful, fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the TIA may cancel the procurement process or may take other appropriate actions

## **27) Code of Integrity for Bidders**

a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.

b) The code of integrity include provisions for: -

### **a. Prohibiting**

- i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process
- ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation
- iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;



iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;

v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;

vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

vii. any obstruction of any investigation or audit of a procurement process;

b. disclosure of conflict of interest;

c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity

c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -

- I. exclusion of the bidder from the procurement process;
- II. calling-off of pre-contract and forfeiture or encashment of bid security;
- III. forfeiture or encashment of any other security or bond relating to the procurement;
- IV. recovery of payments made by the procuring entity along with interest thereon at bank rate;
- V. cancellation of the relevant contract and recovery of compensation for loss incurred by the TIA;
- VI. debarment of the bidder from participation in future procurements of the TIA

## 28) Interference with Procurement Process

### A bidder who:-

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document

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## 29 ) Debarment from Bidding

a) A bidder shall be debarred by the State Government if he has been convicted of an offence

a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988);

or

b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding five years commencing from the date on which he was debarred.

c) If a TIA finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding five years.

d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a TIA in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding five years

## 30) Monitoring of Contract

a) An officer shall be nominated for Contract Monitoring by TIA to monitor the progress of the contract during its delivery period.

b) During the delivery period the nominated officer shall keep a watch on the progress of the contract and shall ensure that the Service Provider is ensured timely delivery period given, As it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched.

c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.

d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

e) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entit

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## SECTION-III

### QUALIFICATION CRITERIA FOR TENDERER / BIDDER FOR THE PURPOSE OF QUOTING IN THIS TENDER-

#### Eligibility Criteria & Mandatory Conditions

**Note: Tenderers Bidders should read these conditions carefully and comply strictly while submitting their Bids.**

1. The tenderer/ bidder must fulfil the following eligibility conditions and must also submit documentary evidence in support of fulfilling these conditions while submitting the Technical Bid.

**2. The technical criteria is laid below in table Point 3 of this section, the bidder failing in any one of the criteria as stated or specified or fails to upload the requisite documents as stated in the table, Bid shall be considered technically disqualified**

**3. Preference to bidders with MSME registration by Directorate Industry, Uttarakhand**

In order to participate in this Bid, MSME registration is not mandatory, any interested bidder who fulfils technical criteria as stated above can submit bid as per the rules. MSME includes all such firms in Uttarakhand which have filed Entrepreneur Memorandum Part-2 / Udyog Aadhar as Small and Micro industry with its acknowledgement duly received and the firm registered by Directorate Industry, Uttarakhand as per the due provisions of Purchase Preference Policy for Small and Mini Industries -2019 (Including Cottage, Khadi, Village industry Handloom, Handicraft and Startup) can as per rule claim exemption for fees for Tender Fee and EMD . As per rule duly registered MSME firms in Uttarakhand will be able to claim exemption on Tender Fee and EMD. Such firms can avail exemption benefits from Uttarakhand Procurement Rules 2017 (as amended from time to time) as well as benefit of MSME may be availed. But such registered MSME firms have to technically qualify and submit such documents for technical evaluation, failing which the firm will be technically disqualified

Office of Chief Electoral Officer, Uttarakhand





4. The table below lays down the Technical Criteria and the necessary documents to substantiate that the bidder fulfils the criteria

Mandatory Criteria and Documents to be uploaded		
Technical Area	Criteria	Documents to be Scanned and Uploaded
Bidder Status	Bidder should have been either Company registered in India under the Companies Act 1956/2013 or Firm/ Partnership LLP under Limited liability Partnership Act 2008 or Sole Proprietor firm or any other agency by whatsoever name so called Bidder should have been in the Information Technology/ICT enabled services/ Bidder should have been in the Information Technology / IT enabled services for the last 3 Years as on 31/03/2023	Copy of the Certificate of incorporation or Commencement for Companies / Partnership Deed in case of firm Self- Certification in case the bidder is Sole Proprietor should be submitted.
Turnover	The bidder should have a minimum average annual turnover. of 300 Lac in last three audited financial years Financial Year 2020-2021, 2021- 2022 and 2022-2023 and a positive net worth in these FY.	Copies of the Audited balance sheet for the last 3 financial years should be submitted or in case of unaudited Certificate from CA firm along with three financial year IT Return b) Certificate from the Chartered Accountant should be enclosed with positive net worth in the last three financial years
Installation of GPS System	The Bidder should have successfully executed similar GPS based vehicle tracking projects in	

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	<p>PSU/Govt., in the last three financial years as mentioned below:</p> <p>(a) single project with tracking of 9000 devices or  (b) two projects with tracking of 4500 devices each  or (c) three projects with tracking of 3000 devices each</p> <p><b>Note: The similar nature project means it must be the Vehicle Tracking System implementation based on GPS hardware device(s) and NOT the Mobile Phone Based Vehicle Tracking System</b></p> <p>Project comprising of carrying out similar GPS/GPRS IT Projects in related areas in business of providing for Vehicle Tracking &amp; Monitoring based on GPS and GPRS System Govt. Department/PSUs/ from Govt. agencies/Govt. Aided agencies, Universities/Autonomous Bodies / Local bodies. Governments/PSUs/ Universities/ Agencies/ Bodies include Center, State Government and Local Bodies</p>	<p>Copy of the work order or Agreements and Completion/ Satisfactory Certificates or completion certificate from the customers should be submitted.</p> <p>Note: In case of the scenario wherein the Vehicle Tracking System was sold to Private vendor where the end user was Government/ Semi Government Organization(s): It should be mentioned that the Vehicle Tracking System -GPS Tracker Devices must be implemented under the Government / Semi Government Project(s) or Government / Semi Government Organization(s) by the respective Private</p>
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		Company. Bidder should provide necessary supporting documents / agreements signed between the respective Government / Semi Government Organization(s) or Government / Semi Government Project Heads and the respective Private company as a proof for the same
Bidder Experience in GPS based Vehicle Tracking	<p>The bidder must have successfully completed at least the following numbers of GPS based Vehicle Tracking Systems Implementation engagement(s) for any Government (Central or State Government department or Corporation or Board/PSU/Semi-Government) organization of value specified herein either</p> <ul style="list-style-type: none"> <li>• <b>One projects</b> of similar nature of minimum amount equal <b>INR 150 Lac each</b>; OR</li> <li>• <b>Two projects</b> of similar nature of minimum amount equal <b>INR 75 Lac each</b>; OR</li> <li>• <b>Three projects</b> of similar nature of total amount equal <b>INR 50 Lac each.</b></li> </ul> <p><b>In which one project should be related to Election Vehicle tracking of Election Commission of India or any State Election Commission for local bodies election</b></p> <p><b>Note: The similar nature project means it must be the Vehicle Tracking System implementation based on GPS hardware device(s) and NOT the Mobile Phone Based Vehicle Tracking System</b></p>	Valid documentary proof of: - A signed copy by authorized representative with seal of the Undertaking on non-judicial stamp paper of Rs. 100/- and duly notarized. (Annexure-1)



	Project comprising of carrying out similar GPS/GPRS IT Projects in related areas in business of providing for Vehicle Tracking & Monitoring based on GPS and GPRS System Govt. Department/PSUs/ from Govt. agencies/Govt. Aided agencies, Universities/Autonomous Bodies Local bodies. Governments/PSUs/Universities/Agencies/Bodies include Both Center and State Governments	
Manufacture Authorization certificate	<b>The bidder should submit valid letter from the OEMs confirming following: (FORM(BD)-MAF-XIV)</b> a. Authorization letter from OEM to participate in bid specific to this tender issued by OEM authorizing the bidder to submit the bid for tendering which is deemed as an agreement in between the bidder and OEM for the support and spares till the contract period	Valid documentary proof of: - A signed copy by authorized representative with seal of the Undertaking on non-judicial stamp paper of Rs. 100/- and duly notarized. (Annexure-1) Valid copy of ISO/CMMI Certificates to be submitted (Certifications should be prior to the tender published date and at least valid up to 30 <sup>th</sup> June 2024)
ISO Certification	The Bidder should at least have following 2 (two ) valid Certificate of ISO/ CMMi ISO 27001:2018 ISO 9001:2015 ISO 9001:2000/ or CMMI certification.	Valid copy of ISO/CMMI Certificates to be submitted (Certifications should be prior to the tender published date and at least valid up to 30 <sup>th</sup> June 2024)

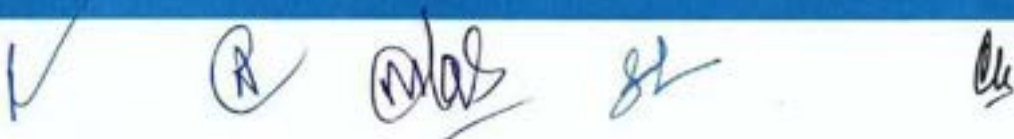
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<p>Certificate for Non-Black listing and other mandatory undertaking Mandatory Undertaking</p>	<p>An Undertaking by authorized representative on INR 100 Non- Judicial Stamp Paper as on the date of Notice Inviting Tender/ Bid Submission</p> <ul style="list-style-type: none"> <li>• not be blacklisted by Central or any State government or Public Sector Undertakings</li> <li>• not be insolvent, bankrupt etc.</li> <li>• not have their directors, being convicted of any criminal offence</li> <li>• not have any conflict of interest in the procurement comply with the code of integrity</li> <li>• Not have any affiliation with any Political Party</li> </ul>	<p>Valid documentary proof of: - A signed copy by authorised representative with seal of the Undertaking on non-judicial stamp paper of Rs. 100/- and duly notarized. (Annexure-1)</p>
<p>Certificate from Government Agencies</p>	<p>Valid certificate from a test agency in Central Motor Vehicle Rule (CMVR) Tracking System for testing related to automobiles below covering all the points as per the requirements in table</p> <ul style="list-style-type: none"> <li>• Automotive Research Association of India</li> <li>• Central Institute of Road Technology (CIRT)</li> <li>• Vehicle Research and Development Establishment (VRDE)</li> <li>• International Center for Automotive Technology (ICAT)</li> <li>• any Competent Government Body Approved Agency</li> </ul> <p><b>Certificate for Technical Specifications /features / parameters /capabilities of GPS Tracker Device and the capabilities in-line with its associated Vehicle Tracking System Software at cloud/server-side</b></p>	<p>The Successful Bidder should submit valid Certificate issued by agencies mentioned or other such 'equivalent Government agency The Successful Bidder should submit the Self Certificate on Bidders letterhead by Authorized Signatory for Compliance as per Annexure -</p>
<p><b>Clearance of taxes</b></p>	<p>The bidder should have been registered for Goods and Services Tax and also submit GST Annual Return (Form-9) for last financial years, and GSTR-3b for the last six months</p>	<p>he bidder should enclose the Registration Certificate for Goods and Services Tax (GST) and also submit GST</p>



		Annual Return Form (Form-9) for the last financial years. (2022-22) and also submit GSTR- 3b for the last 6 months (June 2023 to November 2023).
<b>Land Border Prohibitions for Security reasons</b>	The bidder or its OEM incorporated or any OEM product manufactured in a country sharing a land boundary with India cannot participate in Bid	Self- declaration by bidder/OEM on a non-judicial stamp paper of Rs. 100/- and duly notarized.
<b>Self-Certification of Human resource and Technical Inventory</b>		
<b>Bidder Human Resource Capacity</b>	Should have requisite strength of Human Resource both technical and skilled staff -Minimum staff 50 including technical staff and operators are both included	Self-declaration on firms/ company letter head with the details of personnel on roll complete
Bidder Technical Inventory Availability of GPS/ GPRS System	Availability of 5000 GPS/GPRS System must have Physical stock of similar or better specification given in this technical specification as per ECI guidelines at the time of Bidding	Self-Declaration
<b>Work Plan</b>	Technical Solution & on ground implementation Bidder should successfully submit proposed solution (like methodology, project management and execution approach, technology skillset, out of box innovations, etc.)	GPS device and Software capabilities have to be demonstrated as per the scope of this tender
<b>Provision for MSME and Consortium/Joint Venture</b>		
Exemption to MSME firms	Firms claiming benefit under Purchase Preference Policy for Small and Mini Industries -2019 Including Cottage, Khadi, Village industry Handloom, Handicraft and Startup) as MSME	Exemption from Tender Fee and Bid Security only when firm is registered by Director Industry, Uttarakhand





		Only. Copy or Acknowledgement of Udyog Aadhar Card
Consortium /Joint Venture	<p>In case of Consortium or Joint Venture</p> <ul style="list-style-type: none"> <li>• Consortium or Joint Ventures bidders is allowed one to maximum</li> <li>• One of the partners shall be designated as consortium partner and such partner is registered company in India and existing for one five years at least</li> <li>• No partner of a consortium should bid individually or be a partner if another consortium</li> </ul> <p>If it is Consortium then consortium partner should have executed any IT/IT Services related project for any State /Central Government in India during last three financial years</p>	<p>All Consortium Partners individually should submit a Copy of the Certificate of incorporation or Commencement for Companies / Partnership Deed in case of firm Self- Certification in case the bidder is Sole Proprietor</p> <p>Consortium Agreement shall be entered among the partners The agreement shall contain a statement that all partners of the consortium shall be liable jointly and severally for execution of the contract in accordance to contract terms</p>





## SECTION-V

### SCOPE OF WORK AND SCHEDULE OF REQUIREMENTS

In Uttarakhand, there are five P.C. (Parliamentary Constituencies), 70 A.C. (Assembly Constituencies) and 13 Districts. Each P.C. (Parliamentary Constituency) covers around 12-15 A.C. (Assembly Constituency). The Parliamentary elections, 2024 in Uttarakhand previous elections has been carried in single Phase but ECI may/can declare elections in different phases across the State. In each phase, Assembly Constituencies from different Parliamentary Constituencies would be covered.

**The successful bidder has to install GPS Devices in the vehicles deputed for election duty, provide Web based Vehicle Tracking System with dashboards and reports, mobile app and Control Center both at CEO office and all 13 DEO Offices**

- **Fixing GPS Devices used by Vehicle for Flying Squads Teams**
- **Fixing GPS Devices used by Vehicle for Static Surveillance Teams**
- **Fixing GPS Devices used by Vehicle for Sector/ Zonal Magistrates**
- **Fixing of GPS Devices in vehicles to be used for movement of Polling Parties**
- **Web Portal with dashboard to monitor the vehicles fitted with the GPS Devices**
- **Mobile App (Detailed below in scope)**
- **Control Center at CEO Office with human resources**
- **Control Center at DEO Office with human resources**

The following are the detail of Scope of Work

**I. Fixing of GPS with Vehicle Tracking System in the vehicle of Flying Squads (24x7 Days in 3 Shifts.**

During the General Elections to Lok Sabha 2024, flying squads will be constituted for each Assembly Constituency. There shall be three or more dedicated Flying Squads under each Assembly Constituency/Segment for tracking illegal cash transactions or any distribution of liquor or any other items suspected of being used or bribing the voters. The Flying Squad shall start functioning from the date of announcement of election and shall continue till the completion of Poll. Whenever a complaint regarding distribution of cash or liquor or any other item is received, the flying squads shall rush to the spot immediately, gather necessary evidence, seize the items of bribe and record statement of the witnesses and persons. The vendor should fix the GPS devices & Tracking System in the vehicles of Flying Squad meant for expenditure monitoring (500 vehicles approx.) from immediate effect from the day of





announcement of elections by the Election Commission of India to at least three days after the Polling has successfully conducted. FST are almost in field for 45 days in case elections are scheduled in first phase., the time period may be more than this in case elections are scheduled in later phase or in Multi- Phase

**II. Fixing of GPS with Vehicle Tracking System in the vehicle of Static Surveillance Teams (24-hour (on day) basis in 3 Shifts) and**

For monitoring distribution / hoarding of large quantities of cash, illegal liquor, any suspicious items or arms being carried inside the constituency limits, the Static Surveillance Teams will be formed. There shall be three or more Surveillance Teams & Video Surveillance Teams under each Assembly Constituency with one Magistrate and three or four police personnel in each team. This team shall put check posts and keep watch on the movement of large quantities of cash, illegal liquor, any suspicious item or arms being carried in their jurisdiction. The vendor should fix the GPS devices & Tracking System in the vehicles of SST meant for expenditure monitoring 500 vehicles approx.) on the day of announcement of elections by the Election Commission of India.) from immediate effect from the day of announcement of elections by the Election Commission of India to at least three days after the Polling has successfully conducted. Similarly to FST, SST are almost in field for 45 days in case elections are scheduled in first phase., the time period may be more than this in case elections are scheduled in later phase or in Multi- Phase

**III. Fixing of GPS Tracking System in Zonal Magistrates/ Sector Magistrate vehicles:-** The vendor should fix the GPS devices & Tracking System in the Zonal Party vehicles (1750 vehicles approx. ) from the last date of withdrawal of nomination till their respective Polling Parties returns back to Poll. This shall be around 17-20 days. The vendor should install display devices, and monitor the vehicles at a centralized Control Centre in CEO's office and in all DEO's office with required infrastructure including system and manpower

**IV. Fixing of GPS Tracking System in Polling Party vehicles: -** The vendor should fix the GPS devices & Tracking System in the Polling Parties Vehicle (6500 vehicles approx.) Polling Parties make movement from P-3 days i.e. 3 days .Hence Some Polling Parties shall require GPS/GPRS System for 6 days to at least 2 days before The vendor should install display devices, and monitor Polling Parties vehicles at a centralized Control Centre in CEO's office and in all DEO's office with required infrastructure including system and manpower

No of days before parties Movement	polling	No of days GPS/GPRS to be installed	No. of devises to be installs
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P-3 Days Movement	05	100
P-2 Days Movement	04 or 03 Days	3000
P-1 Days Movement	02 Days	3400

**V. Technical Components Process , Methodology of GPS Tracking Devices and Vehicle Tracking System**

- a. The GPS Tracker device(s) to be installed in co-ordination with concerned RTO/Nodal Officer –Transport/Nodal Officer for FST/SST/VST/Zonal EVM/Sector Magistrate Officer. The installation of GPS Tracker Devices to be done inside the vehicles. The Vehicles would be located at different Locations across the State of Uttarakhand (the details of the locations would be provided by concerned District / CEO UK office). The successful Bidder should do all necessary arrangement for Transportation of GPS Tracker Devices to the different Locations across the State of Uttarakhand.
- b. The GPS Tracker device(s) to be installed in the limited time window as instructed by CEO, Uttarakhand. The Schedule for the same would be provided by the concerned District. There should be at least one person (technical expert) per 30-40 vehicles to install and setup the GPS Tracker Devices.
- c. The GPS Tracker device(s) to be installed with necessary cabling-attachments/accessories as well as the SIM Cards, Memory Cards etc. as essential for successful functioning of the GPS Tracker device(s). The Activation of SIM Cards to be done by the successful Bidder (pre-activated SIM Cards should be arranged as the limited time frame would be given for installation of the GPS Tracker Devices inside the vehicles
- d. Each GPS Tracker device is to be mapped with the respective Attributes Data (for example: Assembly Constituency Name, FST No./SST No./Sector Number, Sector Magistrate Officer Name etc...). The Attributes Data would be provided by the CEO Uttarakhand.
- e. It is required that the successful Bidder should ensure Successful Installation, Commissioning, Configuration of GPS Tracker Devices inside the Vehicles and its integration with VTS (Vehicle Tracking System) Software (Web and Mobile Application)
- f. **GPS Tracking Device-** The project requires deploying field units which will be GPS Tracking Device The device along with its accessories need to be enclosed in tough enclosure compliant to a minimum of IP66 certified. At the same time the device enclosure is supposed to have a minimum footprint (Volume and Size ) so that is least obstructive to the vehicles routine usage
- g. **Installation / Maintenance/ Uninstalling or Damage/ Reinstalling- Fitting /installing/ Uninstallation/ Reinstalling of GPS Tracking Device along with accessories** on the vehicle will be the responsibility of the Service Provider and no separate charges shall be paid either Office of CEO Uttarakhand nor DEO offices in district .However in case of event of loss of GPS Device, due to any accident of vehicle the cost of GPS Tracking Device will reimburse the cost after due deduction of 25% pa Depreciation on Straight line Method



- h. GPS Tracking Device will then transmit these collected data along with timestamp of the web application over GSM/GPRS
- i. **Battery and Power-** GPS Tracking Device needs to have its own battery by supporting a minimum 8 Hrs. back up. The battery should be chargeable by the vehicle ignition battery. GPS Tracking Device shall be continuously monitored the power level of both the batteries and send SMS alert to the vehicle FST/SST Team GPS Tracking System will then transmit these alerts along with the timestamp to the web application over GSM/GPRS
- j. **GPS Tracking-GPS** Tracking Device needs to have its own GPS Module to obtain GPS Coordinates of the vehicle. GPS Tracking Device will transmit these coordinates along with the time stamp to the web application over GSM/ GPRS.
- k. GSM/GPRS-The provider will also supply GSM sim cards for the GPS Tracking Device. The cards will allow wireless communication between GPS/GPRS Tracking Device and the web application. The primary mode of between GPS/GPRS Tracking Device will be GPRS. However, the GPS Tracking Device should have the capability to fall back to SMS if GPRS Connectivity is not working \due to Unavoidable Network issues.

Sr No	General feature and description	Sub Point	Parameter and description
1	Protocol	1.1	TCP, Data includes current time stamp, date stamp, Latitude, Longitude, Altitude and Distance moved
2	Cellular frequency	2.1	GSM/GPRS-850/900/1800/1900 MHz
3	Device	3.1	ABS Plastic /Metal enclosure with internal GPS/GSM antennas
4	Tracking Interval	4.1	Programmable 10 secs and upwards depends on the protocol, network
5	Interface	5.1	RS232
6	Indicators	6.1	Relevant indicators for:- GPS, Power Network, Connectivity, Internal Battery
7	Firmware	7.1	SMS/GPRS based on configuration of tracking time interval start or stop tracking Device restart, Server Parameters, APN Server Parameters to support any network carrier
		7.2	Dark Zone Store or forward
		7.3	Track on movement/motion sensor
		7.4	Data Alert on removal of main power
8	GPS module specification	8.1	
		8.2	Hot Start< 1s to 5s, Warm Start- <25 S up to 30 S, Cold Start-< 35S Up to 40 S
		8.3	Location Accuracy - less than 03-meter, CEP, GPS and IRNSS Recover
		8.4	Parallel GPS Recover- 20 channel or more



9	Internal battery and Power	9.1	Battery Backup Minimum 8 Hrs. Backup, DC/AC Chargeable
10	Environmental Variables	10.1	Temperature range from -20°C to 60
		10.2	Dust, temperature, vibration and water resistant, Tamper Proof
		10.3	IP 67 Rated or better
11	Ports/Sensors	11.1	4 or more Digital Inputs
		11.2	2 or more Digital Outputs for Sirens etc.
		11.3	1 or more analog Inputs
		11.4	Built in accelerometer
		11.5	01 Nos RS232 Port
12	Geo fencing	12.1	Should be capable of storing 15 or more Geo-fences
		12.2	Facility to update Geo -fence master in device over the air
13	Communication Module/Network Specification	13.1	In Built Module/Modem Class 12 GPRS Communication Transceiver/GSM/GPRS/SMT Quad band and UMTS(3G), Device Class-Internal High gain GNSS antenna, Internal High gain GSM antenna
		13.2	Device should have provision to support all -SMS, Voice Data, GPRS, TCP/IP with multi network switching and OTA network update
		13.3	Multi Slot GPRS
		13.4	Device needs to support at least 2 different networks provides for GPRS Connectivity. Device may have to shift between various service providers in case of GPRS failure
14	General Features	14.1	In case of no coverage Device should log up to 12000 logs (3 days of data) on the inbuilt memory and these shall be transmitted when back into the network coverage area. The store and forward mechanism in no case should result in loss of data packets.
		14.2	The data packet received at the Vehicle Tracking System Software server side should have Device Unit ID, latitude, longitude, Speed, Time Stamp, Distance Travelled, Orientation (azimuth), all analog and digital inputs of the vehicle, GPS Fix
		14.3	Device should capture the movement in & out from GPRS coverage zone to non-GPRS coverage and its return to GPRS coverage area with the location coordinates and data and Time stamp
		14.4	All information coming from device shall be available with unit ID mapped to any of the vehicle parameters such as vehicle No, SIM No, Unique ID, or any other predefined and mapped custom Field(s)





		14.5	All way points and special event points (latitude, Longitude) should be of DecimalDegreesWGS84 format and should contain minimum of 6 decimal places and should not contain any Null Latitude or Null Longitude values
		14.6	When the Vehicle traverses the same point more than once, at different times, the co-ordinates that are sent by device should not vary in their projection on any reference map data more than 10 meters. This also applies to forward and backward passing or halting at the same landmark.
		14.7	Device Data need to be sent to Vehicle Tracking System Software Server directly from the devices without an intermediate cloud/colocation
		14.8	The system should support SMS based commands including SMS to clear the stored data packets, to reboot the device and to re-configure the cloud I P.
		14.9	Should have provision of a mapping table (master table) through software to map Vehicles with their Location IDs at the Cloud/Server-side
		14.10	Device should be able to store primary and backup IP.
		14.11	Settings, the IP should be configurable from the cloud/server-side. All Alerts parameters within the device should be configurable from cloud/server-side. Firmware upgrades should be possible from cloud/server-side/OTA command
		14.12	cloud/server-side Vehicle Tracking System software application should have capability to add/delete units to the system, switch-off units within the system, update time interval for messaging, stat stop updates and other system maintenance functions
15	Licensing	15.1	Device should be capable of transmitting data with minimum time gap of 10 seconds and should be configurable from cloud/server-side for higher time intervals. The captured data should come to the cloud/server-side in the designated Database (such as Cassandra, Hadoop, MS-SQL, Posture SQL/My SQL etc..)
16	Product Architecture	16.1	Device should be capable of being installed and operational on any of the vehicle provided by DEO offices across the State of Uttarakhand
16	Server-side application		Arranging specific mounting accessories etc....at the places inside the vehicle and at the cloud/server side with the configuration as specified by CEO Uttarakhand is the responsibility of the Vendor
			During Installation, Configuration and integration of the solution vendor's experts have to physically

*[Handwritten signatures and initials]*



			available at respective locations as directed by DEO of the respective district
			Since it's a service-based contract Vendor need to take care of all necessary licensing requirements (software, hardware etc..) and any upgrades during the period of contract
			Vendor has to provide the Architecture of the product / solution and all technical documents/help files
			Server side application should support Database platforms Cassandra/Hadoop/MS SQL/MY SQL/Posture SQL
			must support any GSM card in India different geographies may require SIM cards from different service providers) and Should support all GSM networks anywhere in India
			GPS receiver must have fast minimum 20 channel continuous tracking and the following reacquisition functionality in terms: Cold start < 45 Sec, Warm start <= 38 sec, Hot start <= 12 sec, Signal re-acquisition = 100 ms.

#### VI . Vehicle Tracking System (VTS) - Software

a) Web Application: - The VTS Web Application should be provisioned with the necessary communication protocols and should have Real Time Integration with the GPS Devices Fitted inside the FST/SST/VST/Zonal Magistrate/Sector Officers' Vehicles and such other vehicles. The list of Major components/features to be provided through the Web Application is mentioned but not limited to as below:

- Real Time Tracking and Monitoring of the Vehicles on MAP VIEWER
- Group Tracking
- Search Capabilities - The Web Application should have user friendly Vehicle Search options and user should be able easily search Vehicle by Assembly Constituency Name, Sector Number, Sector Magistrate Officer Name et
- Dashboards
- MIS Reports
- Recall and Revisit of Reports
- Customized Reporting Tool Aggregate Dashboard/Report functionality (for example user should be able to see Dashboard/ run Report for All Districts, Parliamentary Constituency, should be able to Drill Down the Dashboard/run report from Parliamentary Constituency/District->Assembly Constituency->Sector)
- Archival Facility
- Logs of All Vehicles with export to Excel or PDF
- Trip Details
- SoS Alert
- Low Battery Alert

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- Navigation History Playback and Tracking
- Easy Configuration setting by Admin \
- Role based user control
- Geo-Fencing (Functionality to setup Geo-fence areas for Vehicles and there should be an alert mechanism keeping track vehicles movements as vehicle(s) enter/exit the respective Geo-Fence areas)
- Export Data (functionality to Download data in format PDF, Excel etc.)
- Secure hosting in a secured Data Center -Tier-3
- Role based data access and Role based menu access
- Historical data analysis
- Integrated SMS Communication, Alerts, Messaging, Reminders
- Any additional customization based on the requirement

The web-based software should provide MIS reports for the use of the Election Commission, data must be filtered on the user role and jurisdiction the user is associated with. The indicate reports are given below:

1. Daily report on the status of vehicle movement
2. Daily report on the status of distance travelled by vehicles and
3. Reports on SLAs (abstract reports, detailed reports, etc.,)
4. Report on seizure details
5. Other reports as and when sought by ECI / Election Department

b) **Mobile Application:** - The Mobile Application should have the similar Features as available through Web Application. The Mobile Application should be compatible with the ANDROID, iOS and Windows Operating System. User should be able to easily download and install the Mobile APP from the respective APP STORE for ANDROID, iOS and Windows. Mobile app must have OTP based authentication to make sure that the app is used by the authorized officers only.

**Hosting:** - It is desired that the supporting Software and its Database of Web & Mobile Application for the Vehicle Tracking System to be set up and hosted by the successful bidder on the Server within the Geographic Boundary of India. The Web Application must be hosted on a 3-Tier equivalent data center. The hosted web should be on dedicated or virtual server exclusive to the control and name of the Service Provider. The hosting must allow for dynamic on demand bandwidth and Database Space.

**VI(b) . Security-Web Application** must be accessible only through Secure Socket layer (SSL) or Transport Layer Security (TLS) The application layer should have application level single sign on Security System. It should have built in log in engine to log all access and History usage with remote IP address tracking.

**VI (c) Platform-** Web Application is to be based Open End Solution and Inter-operable with other solution provider. The provider should have its own application with permanent inhouse support team to modify or create new functionality to the existing application on demand



**VI (d). Database of Web Application-** Web application to be based on Ms Sql, My Sql or Post gresql

**VI ( ) Google Maps Mashups-** Web Application must be integrated with Google Maps APIs with a support layered for GIS and trip mapping. The mashups should be completely integrated into the web application with range and options to control the display on the mashups

**VI(f) SMS Gateway-** Web Application must be integrated with transactional SMS gateway subscribed in their firms name with virtually unlimited SMS facility. It shall be the responsibility of the Service Provider to ensure all Government compliances and TRAI guidelines are strictly followed in the subscription of such services.

The GPS Tracker Devices installed in Vehicles should have the functionality to work in Offline mode wherever there is no network availability and should be able to store the Vehicle Tracking Log in GPS Tracker Device memory. As soon as there is availability of Network, the data stored in offline mode should be synched with the Online Vehicle Tracking System Software.

The vendor should install display devices to monitor the vehicles from centralized GPS Control Room & Help Desk in CEO's office (with 13seater) and in all office of DEO's with required infrastructure including system and manpower has to install GPS devices in the vehicles deputed for Election duty on days leading up to General Elections to Lok Sabha 2024, provide Web based

**VII. Features of Vehicle Tracking Management System with dashboard and reports, mobile app as per the detailed scope of work given below: -**

- a) Supply/Provision and Installation of tracking System on Election requisitioned vehicles as per the list of vehicles provided by each District Election Office respectively
- b) Supply/Provision of a web-based software to monitor/ track/manage the fleet of vehicles by displaying the location and distance travelled for each vehicle on geo locating Maps, on a real time basis.
- c) Web-based software while displaying the location of vehicles should indicate the following for vehicle tracking 1. RED for Switch off indication 2. ORANGE for Stationary Vehicles 3. GREEN for moving vehicles
- d) Supply / Provision of a mobile app for the officials to monitor / track / manage the fleet of vehicles by displaying the real time location and distance travelled for each vehicle on geo locating maps, on a real time basis.

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e) Mobile app must be made available for both Android and IOS services.

f) The System installed on the vehicle should update the centralized server with its current position (latitude and longitude) and the web-based software should display the locational information for each vehicle, on real-time basis, where the tracking System is installed.

g) Both web-based software as well as the mobile app should support role-based access for the users, data must be filtered base on the jurisdiction the user is associated with. Example: An election officer of a particular assembly should not be allowed to see vehicles from other assemblies.

H) The web-based software should be real time application and accessible from anyplace using an Internet connection.

i) The tracking System installed on the vehicle should be portable and easy to set-up with a minimum training.

j) The bidder shall provide adequate training to Election Department officials on the usage of vehicle tracking System and management.

k) The web- based software should provide MIS reports/Dashboard for the use of the CEO/DEO Office . The indicative reports are given below:

1. Daily report on the status of vehicle movement
2. Daily report on the status of distance travelled by vehicles and
3. Other reports as and when sought by ECI / Election Department.

l) Each vehicle should be identified by a predefined code with the name of the jurisdiction, web- based software should provide a search function based on this pre-defined code

m) The web-based software should automatically refresh the tracking information at regular intervals.

n) The web-based software should have name and contact details of the officials who are assigned to the vehicle on all 3 shifts and system must have option to send notification to the officials as and when required





o) Web-based software should have option to play back, fast forward the vehicle movement for any date & time period of any vehicle from the date of installation till the date of removal

p) The web-based software must have the option to load the District Assembly boundaries. The boundaries and the polling booth data must be made available as an additional layer on the Map being used.

q) Any vehicle travelling outside its jurisdiction must be flagged and notified.

r) System must have option to provide the SMS, email and push notifications.

s) System must notify the official on the following circumstances and should also be able to provide any such notifications if required.

- When the FST vehicles is stationary for more than 30 mins
- When the FST/SST vehicles travels outside its jurisdiction (PC/Assembly/District, etc.,)
- When the group of FST / SST vehicles spotted in a close proximity for a specified duration.

t) The web-based software should be hosted by the bidder via their own resources and at their own Price. Office of Chief Electoral Officer Uttarakhand will not take any responsibility of hosting the said software

u) The Bidder shall depute for provide adequate number of manpower to install the GPS devices & tracking System in the vehicles and to manage the web-based software at the CEO's Office and other locations, as directed by Office of CEO Uttarakhand .

v) The overall scope of Vehicle Tracking and Management System solution shall include supply, Installation, Testing, Commissioning, Operation, Training, Support and Maintenance during the entire Election process for the vehicles requisitioned for Election Duty and also configure, test, implement, commission, operate, manage and maintain the hardware and software involved in provisioning the vehicle tracking and management system during the election process.

#### **VII. Other Details or Services**

a. The Service Provider provide GPS Transmitter on each vehicle to identify the correct location of vehicle and will ensure the time in whole day shall also keep the history of the movement

b. All material shall be covered under the defect liability for hiring period. The Service Provider have to keep the equipment in working condition throughout the hiring

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period, if any equipment gets faulty he will have to replace/ repair the equipment within 6 Hrs. of complained raised on any fault in equipment

- c. SIM Data card preferably E-SIM will be provided by the bidder including recurring charges
- d. Service Provider has to submit different formats of report like Web Report, Map Report, Chart Report or any other report either on the guidelines of ECI or directions of Office of CEO Uttarakhand. The report shall be submitted both in PDF and Microsoft Excel on daily, weekly and even on two- hourly basis before 72 Hrs. of election and till the Polling Parties reaches safely back to the District Headquarters after the election have been conducted .Service Provider has to provide necessary report as and when desired by ECI/CEO Uttarakhand/ DEO.
- e. All types of Server Hardware, Software with license, Database, Data Storage, Connectivity, Networking Equipment, Antivirus and Intrusion Software etc. required for centralized monitoring of the tracking solution and connectivity of th
- f. System with the centralized server shall be provided by the bidder at their own Price and ensure that the server & data resides within India
- g. The successful bidder should provide the detailed server deployment plan explaining the high availability of their server infrastructure.
- h. Successful bidder shall provide 10% GPS Devices for the vehicles in addition to the actual requirement to replace the faulty devices immediately.
- i. The successful bidder should ensure that no devices are dismantled and shifted from one vehicle to another vehicle and for this purpose, vehicle number shall be mapped to the GPS devices fixed in that vehicle.

**VIII. Control Room at the Office of Chief Electoral Officer and District Election Office**

It is desired that the Real Time Tracking and Monitoring (24 hrs. per day) of Vehicles fitted with GPS Tracker Devices to be done at District Level for respective Parliamentary Constituencies during election from a Control Room located at District headquarter. The Space for Control Room would be provided by the concerned District Election Officer and the successful Bidder has to provide following minimum aspects:

**Supervisor (Human Resource) for support of manpower at control room at each district HQ**  
**Control Room to be immediately operational 24\*7 from the date of Declaration of Schedule of Lok Sabha General Elections by Election Commission of India up to P+3 Days**





Date of announcement of Schedule till P-3 days i.e. (03 Before Poll)	01 Operators for technical help at each district control room	13 Manpower for district control room
	01 Overall supervisor/ manager 02 Operators for technical help at CEO control room (01 each for 8 Hrs. shift)	01 supervisor for coordination with districts as well as with the agency also 06 Manpower in CEO Control Room
P-3 (three days prior to Poll) i.e. 2 Hrs. before elections till (P+ 2 / P+3) days i.e. operational till all the polling parties have reached their respective centers in district	03 Operators for 8 Hrs. at CEO control room ie Shift 24 Operators	09 Manpower in an average each district (Manpower stated on average basis may be increased or may be fewer depending on the size) 13*9=117
	01 Overall supervisor/ manager 05 Operators for technical help at CEO control room (01 each for one PC for 8 Hrs. shift)	01 supervisor for coordination with districts as well as with the agency also 015 Manpower in CEO Control Room

Supply and Provision of 42" LED screens at 14 locations (approx..) provided by Election Department to monitor the vehicles being tracked.

Control Room & Help Desk have to be setup in every O/o DEO's and O/o CEO

operators placed at O/o CEO (with 13seater) have to monitor & reach out to the stationary vehicles and make sure that the FST on surveillance must be on move always.

- All VTS Control Rooms must be equipped with required internet facilities for the operators to work.
- Centralized VTS Control Room at O/o CEO will have a leased line internet and ensure 24 x 7 internet connectivity

Note: The Control Room set up would be done at District level wherein Laptops/Desktops and Television Screens would be provided by the respective District. There are total 13 Districts in Uttarakhand the Control Room as described above needs to be set up for each District. Control Room at CEO (Chief Electoral Officer) level - It is desired that the Real Time Tracking and Monitoring (24 hrs per day) of Vehicles fitted with GPS Tracker Devices to be done at State Level for applicable Assembly Constituencies of respective Parliamentary Constituencies in each Phase of the election



from a Control Room located at State headquarter/Office of CEO UK. The Space for Control

**IX. Help Desk Support/Onsite-Technical Support to Repair GPS Tracker Devices Help Desk Support (Telephonic):**

The successful Bidder should provide a 24\*7 Help Desk Support during the period of Contract. A Minimum 02 Help Desk Support Telephone Numbers to be provided for providing necessary assistance on GPS Tracker Devices and the associated Vehicle Tracking System (VTS) –Software and Technical support.

**Onsite-Technical Support to Repair GPS Tracker Devices:** At each District headquarter of Uttarakhand the successful Bidder should provide Technical/Installation Expert for Onsite repair of GPS Tracker devices from for SST/FST/VST from date of announcement up to P+3 days and P-3 days, P-2 days, P-1 Day, P, up to P+1 day (where P is the Polling Day for a District for the respective Phase of Election)

**X. Test Run of VTS (Vehicle Tracking System)**

**a. Test Run at CEO Uttarakhand Level -** The Successful Bidder should complete all the necessary tasks as per the Section----- Scope of Work and successfully Demonstrate the functioning of the Vehicle Tracking System (including Software and GPS Tracking Device hardware) to CEO Uttarakhand for 04 different Locations. The details of the Locations for TEST RUN would be provided by CEO Uttarakhand. The Test RUN at CEO Uttarakhand level should be completed in a time bound manner T+3 days (where T is the Date of signing the contract). This TEST RUN is to be done only once

**b. Test Run at District Level -**

The Successful Bidder should complete all the necessary tasks as per the Scope of Work and successfully Demonstrate the functioning of the

ii. The complete back up should be provided by the vendor o the office of DEO / CEO at the end of the project and tracking of the vehicle during the specific period / time also must be made available.

The web-based software should provide a Dashboard with summary of vehicles for each status, seizure data, historic route trace of a particular vehicle, Vehicle wise summary, AC area wise summary etc

**XI. Deliverables, Timelines and Acceptance Criteria**

The successful bidder will be required to deploy the solution and make it functional immediately after getting the work the following are the timelines , the timeline may be duly amended by CEO , Uttarakhand on his sole discretion as in accordance of elections as well as





Sr No	Activity	Scope of activity	No of days (T=Date of Signing of Contract, P=Poll Day of respective phase.
1	VTS Software (Web Application, Mobile Application and Hosting of VTS Software)	Delivery of VTS Web Application, Mobile Application and Hosting of the VTS Software as per the Section IV Scope of Work	T+03 Days
2	TEST RUN of Vehicle Tracking System at CEO Uttarakhand Level	All task to be taken for Test run of VTS as per the Section IV Scope of work	T+4 Days and T+5Days
3	TEST RUN of Vehicle Tracking System at DEO i.e. at district level in Uttarakhand	All task to be taken for Test run of VTS as per the Section IV Scope of work	Before announcement of elections TEST RUN for each District is to be carried out for one time only
4	Installation, Commissioning, Configuration of GPS Tracker Devices inside the Vehicles and its integration with VTS Software (Web and Mobile Application)		
a		FST/SST	All FST/SST vehicles to be installed with GPS Tracker and within 24 Hrs. of announcement of Lok Sabha Elections by ECI
b		Zonal and Sector Magistrate	To be installed on all vehicles from P-12 Days and P-11 Days so that these officers are in field on P-10 Days at District Headquarter
c		Polling Parties	To be installed in a sequential manner with Polling Parties moving on P-3 Days their vehicles GPS and VTS System installed on P-4 Days Parties moving on P-2 Days there vehicle also to be ready on P-4 day itself Parties moving on P-1 Day all the vehicles to be installed with VTS and GPS Tracking System by P-2 Day, so that these officers are in field on P-1 Days
5	Control Room Set up at CEO level as per the Section Scope of Work		From the date of announcement Elections by ECI up to P+ 3 Days with all necessary infrastructure
6	Control Room Set up at DEO/RO in each district as per the Section Scope of Work		

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7	Help Desk Support/ Onsite-Technical Support to Repair GPS Tracker Devices		From the date of announcement of Election up to successful completion
8	Training of Vehicle Tracking System (Web Application , Mobile Application and GPS Tracker Device)	Provide Training of Vehicle Tracking System (Web Application , Mobile Application and GPS Tracker Device) at each District-Headquarter as per the Scope of Work -	Immediately after Test Run

### Acceptance Criteria

Sr No	Activity	Acceptance Criteria
1	VTS Software (Web Application, Mobile Application and Hosting of VTS Software)	The Successful Bidder must obtain the Acceptance Certification from the CEO Uttarakhand
2	TEST RUN of Vehicle Tracking System at CEO Uttarakhand Level	The Successful Bidder must obtain the Acceptance Certification from the CEO Uttarakhand
3	TEST RUN of Vehicle Tracking System at DEO i.e. at district level in Uttarakhand	All task to be taken for Test run of VTS as per the Section IV Scope of work
4	Successful, Installation, Commissioning, Configuration of GPS Tracker Devices inside the Vehicles and its integration with VTS Software (Web and Mobile Application)	The Successful Bidder must obtain the Acceptance Certification from the respective District DEO
5	Successful completion of Control Room Set up at CEO level as per the Section Scope of Work	The Successful Bidder must obtain the Acceptance Certification from the CEO Uttarakhand
6	Successful Completion of Control Room Set up at DEO/RO in each district as per the Section Scope of Work	The Successful Bidder must obtain the Acceptance Certification from the respective District DEO
7	Successful completion of Help Desk Support/ Onsite-Technical Support to Repair GPS Tracker Devices	The Successful Bidder must obtain the Acceptance Certification from the CEO Uttarakhand
8	Completion of Training of Vehicle Tracking System (Web Application , Mobile Application and GPS Tracker Device)	The Successful Bidder must obtain the Acceptance Certification from the respective District DEO

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## XII. Payment Schedules

The following are the conditions precedent for release of any payment by the Client:

- Signing of Contract
- Signing of Non-Disclosure Agreement (specify format) by all the persons involved in the assignment
- Submission of an irrevocable Bank Guarantee of the Contract amount in the format (specify format) specified to the Client

i. The following would be the Milestones and Payment

**Payment(s) shall be done subject to successful completion of the all Deliverables as mentioned in the Section Scope of Work. Payments shall be done by the concerned District and the Invoice(s) to be submitted to the concerned District (i.e. to the respective District Collector / DEO**

Sr No	Activity	Payment Conditions
1	VTS Software (Web Application, Mobile Application and Hosting of VTS Software)	100% Payment shall be made after successful completion of all the activities  If the TEST RUN of VTS FAILS <b>No</b> Payment would be done for any Invoice(s) submitted  It is mandatory to accomplish the Exit Management Milestones #1, #2 and #3 before submitting any Invoice(s) to District Collector / DEO (refer section Exit Management)  Invoice(s) must be submitted along with Acceptance Certifications and necessary Documentary proofs as mentioned in the Acceptance Certification and Section Exit Management  The taxes would be paid at the prevalent rates.  No interest would be paid for any delay in Payment
2	TEST RUN of Vehicle Tracking System at CEO Uttarakhand Level	
3	TEST RUN of Vehicle Tracking System at DEO i.e. at district level in Uttarakhand	
4	Installation, Commissioning, Configuration of GPS Tracker Devices inside the Vehicles and its integration with VTS Software (Web and Mobile Application)	
5	Control Room Set up at CEO level as per the Section Scope of Work	
6	Control Room Set up at DEO/RO in each district as per the Section Scope of Work	
7	Help Desk Support/ Onsite-Technical Support to Repair GPS Tracker Devices	

*(Handwritten signatures and initials)*



		No Advance Payment would be done The successful Bidder is advised to go for General Insurance of the GPS Tracker Device(s); CEO Uttarakhand Office will not cover for any Damage / Theft of the GPS Tracker Device(s) after successful installation inside the vehicle.
8	Training of Vehicle Tracking System (Web Application , Mobile Application and GPS Tracker Device)	

### **XIII. Period of Contract (Tenure) -**

The period of rate contract will be six months from the date of signing of contract agreement with the Chief Electoral Officer. In addition, it is desired that the real time tracking and monitoring of the movement of other Vehicles/buses at Sector level also needs to be carried out during the Parliamentary elections, 2024 in Uttarakhand. Also, it is desired that the real time tracking and monitoring of the movement of all Vehicles carrying EVM Machines to Polling Booth locations and vehicles carrying unused/reserve EVMs and VVPATs from respective District to district Head-Quarter needs to be carried out during the Parliamentary elections 2024.

### **XIV. Responsibilities of various Stakeholder**

#### **a. Responsibilities of the Successful Bidder**

- Prepare a Project Plan
- Enter into Contract with the CEO.
- Mobilization of personnel to take up the work.
- Deliver the services & deliverables as per the contract terms & conditions.
- Give the demonstration of the solution to this department after the technical bid is opened.
- Provision of necessary server with system software licenses, storage capacity and internet bandwidth in a secured cloud environment
- Provision of internet connectivity at the control centers at the Offices of R.Os, DEOs and the CEO.

#### **b. Responsibilities of the Client (Elections Department)**

- Issue of Work order and signing of contract agreement with the successful bidder.
- Ensure the safety and security GPS Tracking System and accessories delivered by the bidders
- Provision of power, furniture and other resources to the bidder,



- Addressing letters District Election Officer across Uttarakhand with appropriate instructions.
- Co-ordination with DM across for Uttarakhand the implementation of the project.
- Issue of Election Duty Certificate (EDC) / postal ballot to the manpower posted by the bidder
- Release of payments as per the satisfactory completion of the work

## **XV. Other conditions**

### **1. Mapping Platform**

Google Maps is to be used as a mapping platform. The successful Bidder should ensure that street level accuracy is obtained in this platform. The successful Bidder will have to define all the Geo-locations, Routes, for mapping platform. Updation / changes of Routes, Geo-locations also will be carried out by the Successful Bidder as & when required.

### **2. Continuity Plan**

The Bidder should propose and follow business continuity plan in case of system is non-operational due to any reason like:

- Connectivity problem
- Hardware failure

Any such issue of Continuity plan should have various alternatives like:

- Offline operations
- Redundant connectivity etc.

The successful Bidder should maintain 10% inventory of equipment's / spare parts to cop up with the maintenance activity as per specified SLA.

### **3. Documentation**

For smooth handing over/transfer of the system at the time of expiry of the contract the bidder has to submit all the relevant documents, working status (at the time of handing over), detailed diagrams and drawings (Software, Hardware, Network Components, Field Equipment's, Components and subcomponents etc. used in the project) and also ensure that the entire system shall be fully functional. To authenticate this process, appropriate authority will be appointed by Office of the Chief Electoral Officer, Uttarakhand

### **4. Data Privacy**

All created, stored, database, processed, archived etc. data will be the property of Office of Chief Electoral Officer Uttarakhand. The data must not be used/transfer in any format without written permission /authorization from authority of Office of Chief Electoral Officer Uttarakhand

### **5. Scope of Training**

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Detailed training shall be arranged for Office of District Electoral Officer in all 13 districts, officials for Software Operation (End User, Admin User), Operation and management of equipment/ infrastructure at each installation location (Annexure 10)

## **6.Scope of Test Run**

All the functionality, features and configuration relevant to this project shall be documented and demonstrated by the successful bidder. System should run successfully, without any bug to get Acceptance Certificate.

## **7 Scope for Support Service**

Warranty Support for IT & Networking Infrastructure

- Selected Bidder shall provide the comprehensive manufacturer's warranty and support in respect of proper design, quality and workmanship of all hardware, equipment, accessories etc. covered in the TENDER.
- Selected Bidder must warrant all hardware, equipment, accessories, spare parts, software etc. procured and implemented as per this TENDER against any manufacturing defects during the warranty period.
- During the warranty period Selected Bidder shall maintain the systems and repair / replace at the installed site, at no charge to Office of Chief Electoral Officer Uttarakhand, all defective components that are brought to the Selected Bidder's notice.
- The Selected Bidder shall carry out Preventive Maintenance (PM), including cleaning of interior and exterior, of all hardware and testing for virus, if any, and should maintain proper records for the infrastructure supplied.
- The Selected Bidder shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.

The SI shall develop and maintain an inventory database to include the registered hardware warranties. Overall monitoring and management of all IT infrastructure deployed by the selected Bidder for the Project, Networking equipment's, system software, application, database, and all other services associated with these facilities to ensure service levels, performance and availability requirements as prescribed in the TENDER are met.

## **8.Operation & Maintenance Support**

As part of its scope of work the Selected Bidder needs to provide 3 Operational & Maintenance Support. As part of this scope the Selected Bidder will perform the following tasks.

- Perform system administration tasks such as managing the user access, creating and managing users, taking backups etc.
- Performance tuning of the system to ensure adherence to performance requirements as indicated in the TENDER.
- Undertake end-to-end management of database on an on-going basis to facilitate smooth functioning and optimum utilization including regular database backup and periodical testing of backup data, conducting configuration review to tune

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database, maintaining the necessary documentation and managing schemes to database schema, disk space, user roles, and storage.

- Escalate and co-ordinate with its OEMs for problem resolution wherever required.
- selected Bidder will be required to comply with various policies relating to monitoring and management of infrastructure such as IS Policy, backup and archival policy, system software update policy etc.
- Selected Bidder shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements and maintenance.
- Selected Bidder shall provide from time to time the Updates / Upgrades / New releases / New versions / Patches / Bug fixes of the software, operating systems, etc. as required. The Selected Bidder should provide free Updates / Upgrades / New releases / New versions / Patches / Bug fixes of the software and tools to the department within contract period as and when released by OEM.
- Selected Bidder shall provide software license management and control. Selected Bidder shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance

### 9. Managed Services

Deployments of Technical Support Manpower as per the requirement of the project, Technical Support Resources are required to be deployed at the Operation Center to operate the developed Application Software

### 10 Manpower

To operate the supplied solution, the successful Bidder will have to provide manpower to operate the system. Deployed persons should have knowledge of computer operations as well as should be trained to operate this system. They will have to generate reports, do follow up for deviation of vehicle routes, submit daily reports etc. to Office of Chief Electoral Officer, Uttarakhand and District Election offices. It is planned to operate the control room for 24 hours and 7 days a week

### 11. Others

- **The Successful bidder shall follow Instructions from ECI (Election Commission of India) mandatorily as issued by ECI from Time to Time.**
- The Successful bidder shall bear the expenses regarding delivery of services.
- The Successful bidder shall not under any circumstances revise the rates already approved for services. Any request for an increase in the rates will not be entertained under any circumstances during the contract period.
- The Successful bidder shall execute the whole work in strict accordance with guidelines of Office of CEO Uttarakhand with direct supervision and directions of DEO and RO .
- CEO Uttarakhand shall have power to make any alterations in or additions to the original scope of work. The Successful bidder(s) shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to by CEO Uttarakhand Such alterations shall not invalidate the contract,

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and any additional work which the bidder may be directed to do in the manner specified above as part of the work shall be carried out by the bidder on the same conditions in all respects on which he agreed to do the main work and at the same rates as specified by CEO Uttarakhand

## XVI. Exit Management

The Successful Bidder/Service Provider should accomplish following tasks as a part of Exit Management (i.e. Before the end of the contract)\

Activity before Exit Management	Criteria
a) Backup VTS Software (Web Application, Mobile Application Database, Help Desk Support Call Log and submit it to CEO Uttarakhand in electronic Readable and Retrievable Format	The Successful Bidder must obtain the Acceptance Certification from the CEO Uttarakhand or the respective authority nominated by CEO Uttarakhand For Each District, the Successful Bidder must obtain the Acceptance Certification from the respective DMs / DEO The Successful Bidder must Sign NDA (Non-Disclosure Agreement) with CEO Uttarakhand (Refer Annexure-9)
b) The backup including complete recording of Vehicle Tracking Data/Log files/Reports/Help Desk Support Call Log to be provided in folders properly organized division wise District wise Parliamentary Constituency wise, Assembly Constituency wise, Sector wise and polling station wise or as directed by CEO Uttarakhand	
c) For each District, the items as mentioned under a & b above needs to be submitted to the concerned District as well as to CEO Uttarakhand	
Submit an Undertaking for non-retention of recorded data gathered during the period of Contract (during Parliamentary elections,2024, Uttarakhand )	The Successful Bidder must obtain the provided an undertaking VCIII from the CEO Uttarakhand or the respective authority nominated by CEO Uttarakhand
Remove/ rescind/withdraw /Uninstall the respective VTS Software (Web Application, Mobile Application and Hosting of VTS Software) as well as all Installation, Comm+C10issioning, Configuration of GPS Tracker Devices inside the Vehicles and its integration with VTS Software (Web and Mobile Application)	



## **XVII. Penalties on Deliverables and Milestones:**

Failure to Achieve the any of the Deliverables as mentioned Scope of Work and Deliverables & Timelines shall lead to cancellation of the contract and forfeiture of Performance Guarantee of the bidder.

### **a. Penalties on Exit Management Milestones:**

If there is a delay in achieving Exit Management milestones or submission of deliverables (refer Section Exit Management), penalty to the Bidder may be imposed as follows:

- 1 % of the payment cost for respective Deliverable(s)/Milestone(s) for the delay per two days or part thereof for the delay
- The penalties shall be capped to 10% of the Invoice value for the respective Deliverable(s)/Milestone(s) and the Penalties above 10% of the Invoice Value may lead to cancellation of the respective Invoice(s) and **no** payment shall be made.

### **b. Penalties on Early Exit:**

If the Bidder Fails to deliver the Deliverables as per the Scope of Work and t Deliverables and Timelines and wish to Exit the Contract before the completion of the contract period, then it may lead to cancellation of the contract and forfeiture of Performance Guarantee of the Bidder. In case of Early Exit, **No** Payment shall be made to the Bidder.

### **Other Penalties:**

In case there is a failure in achieving Operational Requirement (refer Section # .) the resolution time to repair the GPS Tracker Device is 4 hrs, beyond 4 hrs of resolution time the penalty of 10% of the GPS Tracker Device cost is applicable to Bidder

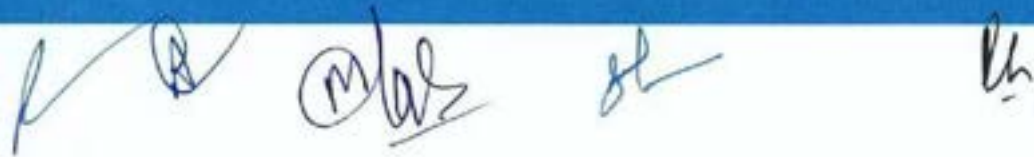
## **Service Level Agreement 100% Server, Network & Power Uptime SLA:**

### **SLA Objectives**

Service integrator shall provide services as per SLA matrix, which defines maximum response as well as rectification times for all kinds of infrastructure/equipment/Software covered under the contract. Selected integrator is required to provide minimum 99.75% overall uptime for components/services, for contract period. The penalties to be imposed at any stage under this bid are:

- 1) Imposition of SLA related penalties, liquidated damages, forfeiture of performance security, cancelation of work order, termination of the contract and de-recognition / debarment of the bidder / supplier.
- 2) Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of bid / termination of contract and / or may lead to forfeiture of EMD / Performance Security as well as result in de-recognition/ debarment of the bidder.
- 3) The penalties to be imposed on the bidder, at any stage, will be decided on the basis of the violations of number of bid conditions specifically mentioned in the bid document

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as that leading to forfeiture of EMD / Performance Security or leading to de-recognition / debarment.

## 2. SLA Matrix

The Selected integrator shall provide facility management and Annual Maintenance Contract support services as per SLA matrix given below

S. N.	Service category	Parameter	Expected Service Level
1.	Project implementation	Implementation completion-final test run	Completion of project with in time limit.
2.	Individual GPS availability	100% uptime of the GPS should be available	>=99.50%
4.	Vehicle Tracking System (software application)	Software should provide all the required functionality / reports as mentioned in this document.	> = 99.99 %
6.	Manpower	The team should work daily 16 hours, all the days of a week, generate necessary reports, subsequent follow up for vehicle route deviation and submission of daily reports to Ujjain Smart City Limited	100%

## 3. SLA Requirement

Selected integrator should ensure availability of the systems as per SLA matrix. This will exclude scheduled preventive maintenance.

## 4. Breach of SLA

In case the Service Provider does not meet the service levels mentioned in this RFP, for three (3) continuous time-periods, Office of Chief Electoral Officer Uttarakhand will treat it as a case of breach of Service Level Agreement. The following steps will be taken in such a case: -

- Office of Chief Electoral Officer Uttarakhand issues a show cause notice to the Successful Integrator.
  - Service Provider should reply to the notice within 24 Hrs.
  - If authorities are not satisfied with the reply, authorities will initiate stricter penalty for the remaining period of the contract.
5. **100% Server, Network & Power Uptime SLA:**

The bidder should provide 100% Server Uptime SLA as standard for the Vehicle Tracking Software. This shall be applicable P-3 days to P+1 day or from P-5 days to P+2 days or as the case may be. Where P is the day of polling in single / multi-phase election or as notified by CEO Uttarakhand Penalty related to Server up time

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**b) Dependencies:** The dependencies on the performance of services beyond the control of either party and where default is due to reasons beyond the control of the selected bidder or due to reasons attributable to User Department, the selected bidder would not be penalized. For example, r due to the device being out of SIM network, then the time period during which a service was unavailable would be removed while calculating the uptime.

**c) Service Availability (Device) Application reports**

The Monitoring and Evaluation Framework for SLA calculation is as given below:

Sr No	Service Level	Monitoring System
	Service Availability (Device)	Service Availability (Device) Application reports

**c) Penalty for Non-Availability of Operational and Technical Support Services:**

If any device is not able to send data except when the device is not in network, the selected bidder shall ensure technical troubleshooting and rectification within 06 hours of logging the request/complaint by user DEO Office /Respective FST /SST/ Zonal or Sector Magistrate else following penalty shall be imposed

Service Availability	Penalty Deduction of cost
100-99.75%	0%
99.00%-99.74%	1%
98.0%-98.99%	2%
95%- 97.99%	5%
Below 95%	10%

**Service Availability (Device) Application reports**

d) Penalty for Non-Availability of Operational and Technical Support Services: If any device is not able to send data except when the device is not in network, the selected bidder shall ensure technical troubleshooting and rectification within 06 hours of logging the request/complaint by user DEO Office /Respective FST /SST/ Zonal or Sector Magistrate else following penalty shall be imposed:

Measurement Parameters	Service Level Time taken for resolving issue from P-30 Days to P-3 Day	Penalty
GPS Device	Within 06 Hrs.	No
	More than 06 Hrs. but before 10 Penalty Hrs.	INR 500 per device
	More than 10 Hrs. but before 15 Hrs.	INR750 Per device

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	More than 15 Hrs. delay	INR 1000 per Hour penalty to the maximum of cost of GPRS System installed
<b>Measurement Parameters</b>	<b>Service Level Time taken for resolving issue from P-3 Days to P+3 Day</b>	<b>Penalty</b>
GPS Device	Within 60 Minutes	No Penalty
	More than 60 Minutes but within 90 Minutes.	INR 500 per device
	More than 90 Minutes but before 150 Minutes	INR 750 Per device
	More than 150 Minutes	INR 1000 per Half an Hour (30 Minutes) penalty to the maximum of cost of GPRS System installed
<b>Measurement Parameters</b>	<b>Service Level Time taken for resolving issue</b>	<b>Penalty</b>
Computer other equipment's at control either at CEO or DEO Office	Within 04 Hrs.	No
	More than 06 Hrs. but before 10 Penalty Hrs.	INR 2500 per device
	More than 10 Hrs. but before 15 Hrs.	INR 5000 Per device
	More than 15 Hrs. delay	INR 1000 per Hour penalty to the maximum of cost of equipment

4) **Liquidated Damages (LD):** LD will be charged for delayed supply of goods and services as follows:

i. Beyond the normal period of supply as per the work order, for immediate next 05 days: @ 2 % per day

ii The work-order shall automatically terminate in case the delay is beyond 06 days and in such cases the Performance Security may be forfeited

5) In case of incomplete work, penalty proportionate to value of work order not done shall be imposed and the agency may be de-recognized /debarred from any future works of the CEO Uttarakhand as deemed fit.

6) Any unexcused delay by the selected agency in maintaining its contractual obligations towards delivery of goods and performance of services shall render the agency liable to any or all of the above-mentioned sanctions The decision to impose penalties and finally to **de-recognize / debar** the defaulting agency will be final and shall be binding on all bidders participating in the bid.

*[Handwritten signatures and initials]*



**SECTION -VI  
FORMS AND FORMATS**

<b>CHECKLIST OF FORMS AND FORMATS ALONG WITH DOCUMENTS TO BE SUBMITTED BY BIDDER ON E-PROCUREMENT PORTAL AND DOCUMENTS TO BE SUBMITTED IN ORIGINAL AT THE OFFICE OF TENDER INVITING AUTHORITY ON AND BEFORE LAST DATE OF SUBMISSION</b>		
<b>Sr No</b>	<b>Name of Form and Formats</b>	<b>Details of Documents to be submitted and the manner to be submitted ( scanned copies should have been duly signed by authorized representative)</b>
1	Letter of Bids (Form- BD-I)	Duly signed copy scanned and uploaded on E-Procurement Portal
2	Bidder Information- Form-BD -II and Other details of Bidder	Complete details and duly sign and uploaded on E- Procurement Portal
3	Performance Statement (Last 5 Years Form-BD (PS) -III	Detail of Previous experience duly signed statement, with work orders and Completion certificates to be scanned and uploaded on E-Proc
4	Manpower Employed and proposed Manpower for assignment Form-BD (MP) -IV	Detail to be provided for manpower and proposed manpower to complete assignment within stipulated time Scan copy of the Form along with EPF, ESI Registration and other documents to provide sufficient documentary evidence
5	Detail of Technical Infrastructure of a Firms to demonstrate the GPS/GPRS and VTS Capacity of the Firm Form BD (TI)- V	Complete detail of technical infrastructure in so as to demonstrate
6	Financial Strength of the Bidder/ Service Provider Form-BD(FS) -VI -Certificate on Financial Strength	Certificate to be issued by CA firm with Certificate to have UDIN No generated on it. The certificate to be uploaded on E-Procurement Portal. Bidder scan and upload the Annual financial statement along with a copy of Income tax return also
7	Power of Attorney for Signing of Bid Form-BD (PA)-VII	To be submitted in original , POA to be on INR 100 Non-Judicial Stamp Paper duly notarized Also, to be scanned and uploaded on E-Proc
8	Undertaking by the Bidder Form-BD (UA)-VIII Affidavit	To be submitted in original also declaration by bidder on INR 100 Non-Judicial Stamp Paper being duly notarized Also, to be scanned and uploaded on E-Proc
9	Form-BD (ND) IX Certificate of Conformity / Non-Deviation	Certificate of conformity / non -deviation duly signed certificate by authorized representative a self a scan copy to be uploaded on E-Procurement Portal
10	Form-BD (FD) X Financial Bid Cover Letter and format	To be signed by authorized representative, this letter is to be provided in separate



		sealed envelope on top written ' letter of Financial Bid This envelope shall open at opening of financial proposal only of technically qualified bidders In E- Procurement Portal this letter is to be uploaded in financial bid section along with BoQ
11	Form BD (NDA)-XI Non-Disclosure Agreement format of Confidentiality and Non-Disclosure Agreement	To be signed with the successful bidder along with signing of Contract on Non Judicial Stamp Paper of INR 500 ,will be part of final contract
12	FORM BD(IP)-XII Format of Integrity Pact Stamp Paper of INR 500 only one required both for NDA and Integrity Pact	To be signed with the successful bidder along with signing of Contract on Non Judicial Stamp Paper INR 500 ,will be part of final contract
13	Form-BD(BG)-XIII Bank Guarantee format for Bid Security	Format of BG in which Scheduled Commercial Bank has to issue bid security, the original bid security to be submitted in original at the office of TIA on and before date and time of bid submission Major checkpoints are also provided
14	FORM BD(MAF)-XIV - Manufacture Authorization Form	Format to be filled by the OEM on mandatory basis failing which firm shall be technically disqualified
14	Registration of firm with various government authorities	Copy of PAN Card Copy of GST No Copy of ESI / EPF No Certificate of Incorporation in case of Company, Partnership deed in case of partnership firm, any license or registration by local authority Any other document as appropriate for bidder
15	Tender Fee	Either DD/ Bank Cheque to be submitted in original at TIA office on or before last date of submission of bid and a scanned copy to be uploaded on E-Proc
16	Other Documents	Any other document, registration or affiliation which bidder want to provide





## FORMATS FOR BIDS

### Letter of Bids

#### (Form- BD-I)

From:

(Registered name and address of the bidder.)

To:

**The Chief Electoral Officer,  
O/o. Chief Electoral officer, Uttarakhand**  
First Floor, Vishwakarma Bhawan  
Uttarakhand Secretariat  
4, Subash Road.  
Dehradun -280001

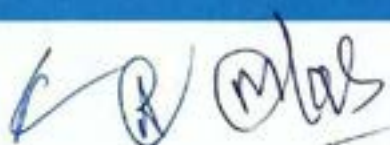
Sir,

Having examined the bidding documents and amendments there on, we the undersigned, offer to provide goods in conformity with the terms and conditions of the bidding document and amendments there on, for the following project in response to your tender call dated \_\_\_\_\_ Project title:

We undertake to provide goods in conformity with the said bidding documents in accordance with the schedule of prices attached herewith and coverage options made by CEO Uttarakhand our bid is accepted, we undertake to;

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
- (b) We meet the eligibility requirements and have no Conflict of Interest in accordance with the bidding document during the procurement process and execution of the Contract till completion of all our obligations under the Contract;
- (c) Our bid shall be valid for a period of ninety days beyond the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit to obtain a performance security in accordance with the Bidding Documents;
- (e) We, along with any of our, suppliers, manufacturers, or service providers for any part of the contract, are not debarred by any procuring entity under the State Government, the Central Government or any State Government or any Public Undertaking, Autonomous body, Authority by whatever name called under them;
- (f) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any activities which is in contravention of the Code of Integrity proscribed in the Bidding Documents;
- (g) We hereby certify that we are neither associated nor has been associated directly or indirectly with any personnel /official or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement;
- (h) We hereby certify that we have fulfilled our obligations to pay all such taxes as payable to the Central Government or the State Government or any local authority;

Office of Chief Electoral Officer, Uttarakhand





- (i) We hereby certify that we are not insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;
- (j) We hereby certify that our directors and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (k) We agree to permit Government of Uttarakhand or CEO, Uttarakhand or their representatives to inspect our accounts and records and other documents relating to the bid submission,
- (l) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- (m) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive and
- (n) We hereby agree in principle to be selected after mutual agreement. If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by Government of Uttarakhand

I/, my/ our bid security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking You

Name of the Bidder: -  
Authorized Signatory: -  
Seal of the Organization





**Bidder Information Form  
Bidder Information  
Form-BD -II**

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]*

Date: *[insert date (as day, month, and year) of Bid Submission]*

Bid Ref. No.: *[insert number of bidding process]*

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. Bidder's year of registration/incorporation: <i>[insert Bidder's year of registration]</i>
3. Bidder's Address: <i>[insert Bidder's legal address]</i>
4. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
5. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with <input type="checkbox"/> Organizational chart, a list of Board of Directors, and the beneficial ownership. <input type="checkbox"/> Income Tax Registration Document / PAN Card <input type="checkbox"/> GSTIN Registration Certificate <input type="checkbox"/> Any other document
7. Detail of bidder organization

8. Details of two Contact Persons

	1st	2nd
(i) Name:		
(ii) Tel number (direct):		
(iii) Mobile No.		
(iv) Email address		

**Signature and seal of the Bidder**

*[Handwritten signatures and initials]*



**Form-BD (PS) -III  
Performance Statement (Last 5 Years)**

Name of the Bidder \_\_\_\_\_

Bid Reference No. \_\_\_\_\_

Financial Year	Work placed by (full address of Purchaser)	Order No. and Date	Description and quantity of work or service	Value of order	Date of completion of delivery		Remarks indicating reasons for late delivery, if any
					As per contract	Actual	
1	2	3	4	5	6	7	8
2022-23							
2021-22							
2020-21							
2019-20							
2018-19							

**Signature and seal of the Bidder**

The Bidder shall also furnish the following documents in connection with their past performance:

- (i) Copy of work order
- (ii) Documentary evidence (Client's certificate) in support of satisfactory completion of work



**Format for detailed Citations of at Fixing of GPS with Vehicle Tracking System either on rental basis or Sale basis with a solution of Web based Vehicle Tracking System with dashboards and reports, mobile app carried out by bidder in last five years in Government Departments/ Public Sector Units/Autonomous or Local Bodies /PPP Projects ( Such as GVK )**

Assignment name:	Approx. value of the contract (in INR Lacs):
Name of Government Dept/ Agency	Duration of assignment (months):
Nature of Project undertaken	Total No. of man -months of the assignment:
Address:	Approx. value of the contract
Start date (month/year): Completion date (month/year):	No of GPS/ GPRS Installed ( Rental/ Leased/Sale along with AMC)
Narrative description of assignment	
Description of actual services provided by your staff within the assignment:	

**Please attach a copy of the work order/ completion certificate/ purchase order/ letter from the customer for each project reference  
In case of ongoing projects the value**



**MANPOWER EMPLOYED AND PROPOSED MANPOWER FOR ASSIGNMENT**

<b>No. of personnel currently deployed in various projects</b>		
	Description	Number of Employees
<b>1</b>	<b>No. of permanent employees currently working or any designation used by bidder firm</b>	
a	Project Managers or any designation used by bidder firm	
b	Supervisors or any designation used by bidder firm	
c	Technical team for VTS	
d	Technical Team for GPS and VTS	
d	Data Entry Operators	
<b>2.</b>	<b>No. of temporary personnel currently working</b>	
a		
c		

**Tentative Manpower for the assignment**

Serial No	Number of Personnel proposed for the assignment	No of Person Proposed	Person Days	Total Person days for resources
		(a)	(b)	c=(a)*(b)
1	Project Managers or any designation used by bidder firm			
2	Supervisors or any designation used by bidder firm			
3	No of technical staff for Installation, Commission for GPS/GPRS and Decommissioning and repair			
4	No of technical staff for VTS for its operation and technical issues			
5	No of operators for CEO and DEO for Control Room along with help desk			
6	Other Personnel by what ever name are they identified			
7				
	<b>Total of Person Proposed in col a and total of person days in col c</b>			

Number of Person days to be determined on the basis of work defined

**Signature of authorized representative**

**Seal of the Organization**



### Form BD (TI)- V

#### Technical Specifications & Compliance of the GPS and VTS

The applicants should attach a certificate from a test agencies in Central Motor Vehicle Rule ( CMVR) Tracking System for testing related to automobiles below covering all the points as per the requirements in table

- Automotive Research Association of India
- Central Institute of Road Technology (CIRT)
- Vehicle Research and Development Establishment (VRDE)
- International Center for Automotive Technology (ICAT)
- Any Competent Government Body Approved Agency

Sr No	General feature and description	Sub Point	Parameter and description	Whether complied or not
1	Protocol	1.1	TCP, Data includes current time stamp date stamp, Latitude, Longitude, Altitude and Distance moved	
2	Cellular frequency	2.1	GSM/GPRS-850/900/1800/1900 MHz	
3	Device	3.1	ABS Plastic /Metal enclosure with internal GPS/GSM antennas	
4	Tracking Interval	4.1	Programmable 10 secs and upwards depends on the protocol, network	
5	Interface	5.1	RS232	
6	Indicators	6.1	Relevant indicators for-: GPS Power, Network Connectivity ,Internal Battery	
7	Firmware	7.1	SMS/GPRS based on configuration of tracking time interval start or stop tracking Device restart , Server Parameters ,APN Server Parameters to support any network carrier	
		7.2	Dark Zone Store or forward	
		7.3	Track on movement/motion sensor	
		7.4	Data Alert on removal of main power	
8	GPS module specification	8.1	Acquisition Sensitivity-Equal or better than - 148 dBm Sensitivity Tracking Sensitivity- Equal or better than - 165 dBm Sensitivity	s
		8.2	Hot Start< 1s to 5s, Warm Start- <25 S up to 30 S Cold Start-< 35S Up to 40 S	
		8.3	Location Accuracy - less than 03 meter, CEP,GPS and IRNSS Recover	
		8.4	Parallel GPS Recover- 20 channel or more	
9	Internal battery and Power	9.1	Battery Backup Minimum 8 Hrs. Backup, DC/AC Chargeable	
10	Environmental Variables	10.1	Temperature range from-20 to 50	
		10.2	Dust, temperature, vibration and water resistant Tamper Proof	
		10.3	IP 67 Rated or better	
11	Ports/Sensors	11.1	4 or more Digital Inputs	





		11.2	2 or more Digital Outputs for Sirens etc.	
		11.3	1or more analog Inputs	
		11.4	Built in accelerometer	
		11.5	01 Nos RS232 Port	
12	Geo fencing	12.1	Should be capable of storing 15 or more Geo-fences	
		12.2	Facility to update Geo -fence master in device over the air	
13	Communication Module/Network Specification	13.1	In Built Module/Modem Class 12 GPRS Communication Transceiver/GSM/GPRS/SMT Quad band and UMTS(3G), Device Class-Internal High gain GNSS antenna, Internal High gain GSM antenna	
		13.2	Device should have provision to support all -SMS, Voice Data, GPRS, TCP/IP with multi network switching and OTA network update	
		13.3	Multi Slot GPRS	
		13.4	Device needs to support at least 2 different networks provides for GPRS Connectivity Device may have to shift between various service <b>providers</b> in case of GPRS failure	
14	General Features	14.1	In case of no coverage Device should log up to 12000 logs (3 days of data) on the inbuilt memory and these shall be transmitted when back into the network coverage area. The store and forward mechanism in no case should result in loss of data packets.	
		14.2	The data packet received at the Vehicle Tracking System Software server side should have Device Unit ID, latitude, longitude, Speed, Time Stamp, Distance Travelled, Orientation (azimuth), all analog and digital inputs of the vehicle, GPS Fix	
		14.3	Device should capture the movement in & out from GPRS coverage zone to non-GPRS coverage and its return to GPRS coverage area with the location coordinates and data and Time stamp	
		14.4	All information coming from device shall be available with unit ID mapped to any of the vehicle parameters such as vehicle No, SIM No, Unique ID, or any other predefined and mapped custom Field(s)	
		14.5	All way points and special event points (latitude, Longitude) should be of DecimalDegreesWGS84 format and should contain minimum of 6 decimal places and should not contain any Null Latitude or Null Longitude values	
		14.6	When the Vehicle traverses the same point more than once, at different times, the co-ordinates that are sent by device should not vary in their projection on any reference map data more than 10 meters. This also applies to forward and backward passing or halting at the same landmark.	



		14.7	Device Data need to be sent to Vehicle Tracking System Software Server directly from the devices without an intermediate cloud/colocation	
		14.8	The system should support SMS based commands including SMS to clear the stored data packets, to reboot the device and to re-configure the cloud I P.	
		14.9	Should have provision of a mapping table (master table) through software to map Vehicles with their Location IDs at the Cloud/Server-side	
		14.10	Device should be able to store primary and backup IP.	
		14.11	Settings, the IP should be configurable from the cloud/server-side. All Alerts parameters within the device should be configurable from cloud/server-side. Firmware upgrades should be possible from cloud/server-side/OTA command	
		14.12	cloud/server-side Vehicle Tracking System software application should have capability to add/delete units to the system, switch-off units within the system, update time interval for messaging, stat stop updates and other system maintenance functions	
15	Licensing	15.1	Device should be capable of transmitting data with minimum time gap of 10 seconds and should be configurable from cloud/server-side for higher time intervals. The captured data should come to the cloud/server-side in the designated Database (such as Cassandra, Hadoop, MS-SQL , Posture SQL/My SQL etc..)	
16	Product Architecture	16.1	Device should be capable of being installed and operational on any of the vehicle provided by DEO offices across the State of Uttarakhand	
17	Server side application	17.1	Arranging specific mounting accessories etc....at the places inside the vehicle and at the cloud/server side with the configuration as specified by CEO Uttarakhand is the responsibility of the Vendor	
		17.2	During Installation, Configuration and integration of the solution vendor's experts have to physically available at respective locations as directed by DEO of the respective district	
		17.3	Since it's a service based contract Vendor need to take care of all necessary licensing requirements (software, hardware etc..) and any upgrades during the period of contract	
		17.4	Vendor has to provide the Architecture of the product / solution and all technical documents/help files	
		17.5	Server side application should support Database platforms Cassandra/Hadoop/MS SQL/MY SQL/Posture SQL	
		17.6	must support any GSM card in India different geographies may require SIM cards from different service providers) and Should support all GSM networks anywhere in India	



			GPS receiver must have fast minimum 20 channel continuous tracking and the following reacquisition functionality in terms: Cold start < 45 Sec, Warm start <= 38 sec, Hot start <= 12 sec, Signal re-acquisition = 100 ms.	
--	--	--	--	--

**Seal of the Organization**





**Financial Strength of the Bidder/Manufacturer  
FORM- BD (FS) VI**

**Certificate on Financial Strength**

*(On the letterhead of Chartered Accountant/ Statutory Auditor)*

We/I have verified the Audited Financial Statement of Accounts and other documents of..... having registered office at ..... pertaining to the financial year, 2020-21, 2021-22 & 2022-23 any of the 3 Financial Years. Based on our verification of the aforesaid statements and records, we certify that the following details are true to the best of our information and according to the explanation given to us.

*(Amount in INR Lakhs)*

Financial Information	Average			
	2022-23	2021-22	2020-21	
	Audited	Audited	Audited	
Total Annual Turnover				
<b>STATUS OF INCOME TAX RETURN</b>				
Date of filing ITR				
Net worth ( Positive / Negative )				
Net worth (in amt,)				

I/We also certify that the Bidder is in similar business for more than three years as on due date of submission of bid.

Date:  
the CA firm

Signature and seal of

Place:

UDIN :.....





**Power of Attorney for Signing of Bid  
Form-BD (PA)-VII**

**Format for Power of Attorney for Signing of Application  
(On a Stamp Paper of Rs 100/-)**

**Power of Attorney**

We, .....[*name and address of the registered office*] do hereby constitute, appoint and authorize Mr. / Ms. ....(*name and residential address*) who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our response to the Tender for supply of [insert brief description of the goods] including signing and submission of all documents and providing information to the Client (i.e. [*insert name of the TIA*]) and its officials or representatives, representing us in all matters before Client, and generally dealing with Client in all matters in connection with our bid response.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the \_\_\_\_\_ day of \_\_\_\_\_ 200\_

For

\_\_\_\_\_  
(Name, Designation and Address)

Accepted

\_\_\_\_\_(Signature)

(Name, Title and Address of the Attorney)

Date: \_\_\_\_\_

Note:

- i. *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, as laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- ii. *In case an authorized Director or key officials of the Applicant signs the Application, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.*



**Form-BD (UA)-VIII  
Affidavit**

**Declaration by Bidder regarding Qualifications**

**{to be filled by the bidder}**

*(To be submitted on non-judicial stamp paper of minimum Rs 100 /- duly certified by Notary)*

To,  
**Chief Electoral Officer**  
**Office of the Chief Electoral Officer, Uttarakhand**  
First Floor, Vishwakarma Bhawan  
Uttarakhand Secretariat  
Dehradun

**Declaration by Bidder**

We, M/s. .... (the Bidder), (the names and addresses of the registered office) hereby certify and confirm that in relation to my/our bid submitted for " **Fixing of GPS with Vehicle Tracking System in FST/ SST vehicles, EVMs / VVPATs transportation vehicles Zonal and Sector Magistrate an Polling Parties Vehicles on rental basis deputed for election duty and also provide Web based Vehicle Tracking System with dashboards and reports, mobile app and Control Center at CEO and DEO Level during, Lok Sabha Elections , 2024 in Uttarakhand.**

Ref. No.----- d

Dated -----

-----as an Owner / Partner / Director / Auth. Signatory of , I/ We hereby declare that:

- a) We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) We have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) We are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have its business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
- d) We do not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- e) We do not have a conflict of interest as specified in State procurement rule and this bidding document which materially affects the fair competition

**Office of Chief Electoral Officer, Uttarakhand**





f) We are having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

g) We do not have any previous transgressions with any entity in India or any other country during the last three years.

h) We do not have any debarment or black-listed by any other procuring entity.

i) We have complied and shall continue to comply with the Code of Integrity as specified in the bid document and Uttarakhand Procurement Rules 2017 and relevant applicable rules and regulations in Public Procurement and this Bidding Document, till completion of all our obligations under the Contract will not sublet the contract if awarded to us.

j) We agree to extend the validity of bid submitted on the communication of the PE.

k) We have not modified, changed etc. any word/line/para/text mentioned in the bid downloaded from website(s) as mentioned in the bid otherwise we know that our bid shall be cancelled and rejected if submitted bid has deviation of word/line/ para/text from the original bid

l) We agree to submit appropriate Performance Security within time period specified in the bidding document otherwise we know that Procuring Entity have full rights to reject our bid and also agree to extend bid validity period, if any, and extend contract period unconditionally.

m) We have submitted only one bid.

n) We give our in-principle consent to be selected subject the terms and conditions of this tender.

o) If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by Govt. of Uttarakhand my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

p) I/We, also certify that the Web cameras are as per ECI Specifications.

We further confirm that, we are aware of the fact that, our Bid submitted in response of the Tender Ref. No. [insert number & date] for supply of [insert the name of the Goods/subject matter of the Tender], would be liable for rejection in case any material misrepresentation is made or discovered at any stage of Bid evaluation or thereafter during the agreement period.

Dated this .....Day of ....., 20.....

Name of the Bidder

.....

Signature of the Authorized Person

.....

Name of the Authorized Person



**Form-BD (UA)-IX  
SELF-DECLARATION**

**CERTIFICATE OF CONFORMITY/ NO DEVIATION  
{ To be filled by the bidder}**

To,  
**Chief Electoral Officer**  
**Office of the Chief Electoral Officer, Uttarakhand**  
First Floor, Vishwakarma Bhawan  
Uttarakhand Secretariat  
Dehradun

**CERTIFICATE**

This is to certify that, the specifications of services and resources which I/ We have mentioned in the Bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications. Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

Thanking you,

Authorized Signatory: -

Seal of the Organization: -

Date: Place:





**FORM-BD-(FS )**

**FINANCIAL BID COVER LETTER & FORMAT COVER LETTER**

**{to be submitted by the bidder on his Letter head**

To,

{Procuring Entity}, \_

\_\_\_\_\_

Reference: NIB No. : \_\_\_\_\_ Dated: \_\_\_\_\_

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I/ We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BOQ).

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

I / We agree to abide by this bid for a period of \_\_\_\_ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name

Designation

Office of Chief Electoral Officer, Uttarakhand



**Indicative Financial Bid Format  
Price Schedule**

(This BOQ template must not be modified/replaced by the bidder and the same should be While quoting price the bidders shall include all incidental cost with Service Provider of inclusive of all cost. As well the bidder has to ensure that the specification for the page's quality of Service Provider and binding are as per the bid proposal

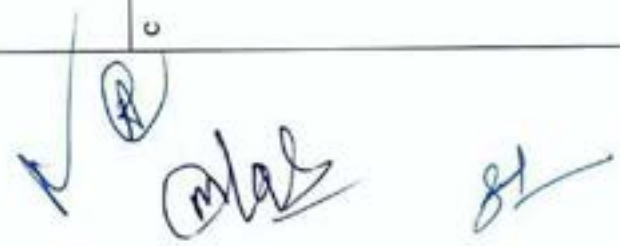
**Note: (To be submitted by the bidder only in BoQ format (.XLS) available at E- Procurement portal This is an indicative BoQ. The BoQ available at e-procurement portal shall be considered as final.**

Sr No	Activity	Scope of activity	Details	No of Vehicle	No of days	Rate Per Unit per day	Gross Amt
1	VTS Software (Web Application, Mobile Application and Hosting of VTS Software)	Delivery of VTS Web Application, Mobile Application and Hosting of the VTS Software as per the Section IV Scope of Work	Comprehensive cost				
Installation, Commissioning, Configuration of GPS Tracker Devices inside the Vehicles and its integration with VTS Software (Web and Mobile Application)							
a		FST/SST	All FST/SST vehicles to be installed with GPS Tracker and within 24 Hrs. of announcement of Lok Sabha Elections by ECI almost 45 days shall be based on schedule of election and Polling Days Rate of GPS inclusive of Installation, Commission and after poll decommissioning	500	For first 30 Days		
				500	Rate per day above 30 Days 15 Days		

*(Handwritten signatures and initials)*



b		Zonal and Sector Magistrate	To be installed on all vehicles from P-12 Days and P-11 Days so that these officers are in field on P-10 Days at District Headquarter	1750	20 Days	
c		Polling Parties	To be installed in a sequential manner with Polling Parties moving on P-3 Days their vehicles GPS and VTS System installed on P-4 Days Parties moving on P-2 Days there vehicle also to be ready on P-4 day itself Parties moving on P-1 Day all the vehicles to be installed with VTS and GPS Tracking System by P-2 Day, so that these officers are in field on P-1 Days	500 3000 3000	5 3 2	
5	Control Room Set up at CEO and each DEO level as per the Scope of Work inclusive of manpower		From the date of announcement Elections by ECI up to P+ 3 Days with all necessary infrastructure	14	50	
6	Help Desk Support/ Onsite-Technical Support to Repair GPS Tracker Devices		From the date of announcement of Election up to successful completion			



**FORM BD(NDA)-XI**

**NON-DISCLOSURE AGREEMENT FORMAT OF CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (TO BE SIGNED BY FIRMS/ MANPOWER ENGAGED BY USER ORGANISATIONS)**

This Confidentiality and Non-Disclosure Agreement (hereinafter referred to as the "Agreement") is made and

and permitted assigns) party of the Second Part.

**CEO Uttarakhand and the Recipient shall hereinafter be individually referred to as "Party" and collectively as "Parties"**

**Whereas:**

1. CEO Uttarakhand has engaged the Recipient for \_\_\_\_\_ << insert the services to be provided by the Recipient>> ("Services"). [N.B.: Details of different types of services depending on the tracks.]

2. The Recipient had represented to CEO Uttarakhand that it has the requisite professional and technical skills to provide the Services.

3. The Recipient shall be involved in provision of the Services to CEO Uttarakhand and shall therefore have access to certain information, documents, etc. provided by CEO Uttarakhand or otherwise. Further, recipient hereby expressly admits that he has gone through the Cyber Security Regulations of the ECI and other policies governing cyber security and undertakes to abide by the provisions contained therein.

4. The Recipient acknowledges that during the course of provision of Services by the Recipient, there shall be exchange of information, discussions, deliberations, negotiations, etc. amongst the Parties and in performance of their obligations mentioned herein, there will be significant flow of ideas, information, strategy, technical data / information from the CEO Uttarakhand through District Election Officers of all the district in the State of Uttarakhand to the Recipient. The Recipient agrees that any information disclosed to the Recipient by the CEO Uttarakhand through District Election Officers of all the district in the State of Uttarakhand or acquired by the Recipient during such course will be use of exclusively for the knowledge of the Recipient and shall not be divulged to any third party and/ or not utilized for any purpose other than for which it was disclosed without the prior written consent of CEO Uttarakhand. the CEO Uttarakhand and the Recipient have agreed to enter into and execute this Agreement on the terms and conditions set forth herein below.

Recipient hereby agrees and undertakes that in no condition sub-contracting of the services (governed by this agreement) shall be undertaken ,as it is strictly prohibited and shall be considered violation of this agreement itself

.NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the Parties hereto agree as follows:

**Confidential Information**

Address | City, St Zip Code





6. "Confidential Information" shall mean all confidential and proprietary information of ECI / CEO/ DEO which includes but is not limited to:

6.1 all Confidential information relating to the organization, finances, processes, specifications, methods, designs, formulae, technology and business activities of and concerning ECI/CEO/DEO.

6.2 any and all information thereof in relation to the project or transaction contemplated by this Agreement, additions thereto and materials related thereto, produced at any time by the ECI / CEO/ DEO

6.3 all other information and material of ECI / CEO/ DEO relating to method of development/ deployment, construction, manufacturing, operation, size, specification, quantity, use and service of equipment and components supplied to or used by ECI / CEO/ DEO intellectual property including, but not limited to reports, process data, test data, performance data, inventions, trade secrets, systems software, object codes, source codes, copyrighted matters, methods, drawings, computation, calculations, computer program narration, flow charts, and all documentation therefore and all the components which might form part of confidential information and might be disclosed.

6-4 Any other confidential and proprietary material and information, disclosed by ECI / CEO/ DEO in relation of this Agreement whether orally or in writing; provided that with regard to any information shared orally by ECI / CEO/ DEO to the Recipient shall be notified to the Recipient in writing as confidential within 7 days of such discussion.

6.5 Any other information provided by ECI / CEO/ DEO to the Recipient or procured by the Recipient from ECI / CEO/ DEO shall be treated as Confidential Information under this clause irrespective of the fact whether the same is designated or earmarked as "Confidential" / "Restricted" etc. or not by ECI / CEO/ DEO; or even if the same is unclassified.

7. Unless otherwise specified by ECI / CEO/ DEO, following shall not be deemed to be a Confidential Information under this Agreement and Recipient shall have no obligation with respect to any such information which:

7.1 was generally known to the public prior to the disclosure under this Agreement, provided the same is declared to be in the public domain by ECI / CEO/ DEO at the time of receipt of such information; or

7.2 is already known to Recipient prior to the execution of this Agreement as demonstrated by the Recipient; or

7.3 is received by and/or from a third party without breach of this Agreement or any other obligation to maintain the confidentiality of such information; or

7.4 is independently developed by Recipient apart from the transaction as contemplated under this Agreement; or

7.5 is approved for release by written authorization of ECI / CEO/ DEO;





7.6 is disclosed pursuant to the lawful requirement or request of a Governmental agency, or disclosure is required by operation of law provided the Recipient gives ECI / CEO/ DEO prompt notice and assists ECI / CEO/ DEO, at ECI / CEO/ DEO expense, in obtaining an applicable protective order. Non-Disclosure Covenant

8. Except as otherwise provided in this Agreement, the Recipient hereby agrees that in respect of all Confidential Information received from ECI / CEO/ DEO by way of non- disclosure pursuant to this Agreement, the Recipient shall:-

8.1 keep such Confidential Information absolutely secret and in confidence and treat such Confidential Information and apply the same standard of duty and care as; the Recipient accords to their own Confidential Information;

8.2 only use Confidential Information for the permitted purpose as contemplated under this Agreement;

8.3 not disclose in any manner whatsoever any Confidential Information to anyone except those of its directors, officers: -

8.3.1 who need such information for the permitted purpose under this Agreement; and/or

8.3.2 are informed of the proprietary and confidential nature of the Information; and/or

8.3.3 under the purview of this Agreement by virtue of the Recipient's acceptance same.

8.4 not disclose in any manner whatsoever the existence of this Agreement, the terms contained in this Agreement or the exchange of information by the Parties pursuant to this Agreement to a third party.

8.5 the non-disclosure obligation of the Recipient under this Agreement shall apply during and after the termination of the Agreement unless and until released in writing by ECI / CEO after the expiry of the Contract for services, the Recipient agrees that all conditions and obligations imposed under this Agreement apply during the time that the Recipient has access to Confidential Information and at all times thereafter.

9. The Recipient further agrees not to divulge any Confidential Information or not to do any act or divulge any information of any nature whatsoever which shall be prejudicial to the safety or interests of ECI / CEO/ DEO or the Government of India including but not limited to those mentioned herein below: -.

9.1 make any sketch, plan, model, or note using the Information provided by ECI / CEO/ DEO which might be, directly or indirectly, useful to any third party;

9.2 obtain, collect, record or publish or communicate to any other person any secret / official code or password, or any sketch, plan, model, or note or other document or information which might be, directly or indirectly, useful to any third party or which relates to a matter of disclosure of which is likely to affect the sovereignty, integrity or security of India or friendly relations with foreign States using the Information provided by ECI / CEO/ DEO





10. As regards the Confidential Information and acts or information as mentioned in Clause 9 above, the Recipient hereby agrees that the Recipient shall not:

10.1 communicate the Confidential Information, code or password, sketch, plan, model, article, note, document or information to any person unless authorized in writing by ECI / CEO/DEO; or

10.2 use the Information provided by ECI / CEO/ DEO in its possession for the benefit of any foreign power or in any manner prejudicial to the safety of the State or the Election Process; or

10.3 retain any Confidential Information, code or password, sketch, plan, model, article, note, document in its possession or control when it has no right to retain it, or fails to comply with all directions issued by ECI / CEO/ DEO with regard to return or disposal thereof; or

10.4 fail to take reasonable care of, or so conduct itself so as to endanger the safety of the Confidential Information, sketch, plan, model, note, document, official code, password or information provided by ECI / CEO/ DEO

### 11. Obligations of the Recipient

1. The Recipient hereby acknowledges that as a result of its access to the Confidential Information, it will occupy a position of trust and confidence and maintain the confidentiality of all the Confidential Information shared by ECI / CEO/ DEO and without limitation of the foregoing, the Recipient agrees not to do the following-

11.1 Communicate or disclose, directly or indirectly, any of the Confidential Information, in full or part thereof to a third party, or

11.2 Take any other action which may lead to breach of the confidential and propriety nature of such Confidential Information provided by ECI / CEO/ DEO

12. The Recipient shall take reasonable steps to maintain the security and confidentiality of the Confidential Information and take reasonable steps to cause its conduct to comply with the Agreement, as fully as if such persons had executed this Agreement and made the same Agreement as to themselves with respect to the Confidential Information as is made herein by the Recipient.

13. The Recipient acknowledges that such Confidential Information provided by ECI / CEO/ DEO shall remain the property of ECI / CEO/ DEO and that the disclosure and/or provision of Confidential Information by ECI / CEO/ DEO is solely for the purposes as stipulated by ECI / CEO/ DEO and shall not be used directly or indirectly to gain a competitive advantage over or negatively affect ECI / CEO/ DEO.

14. The Recipient acknowledges and agrees that it shall not make, have made, replicate, reproduce, use, sell, incorporate or otherwise exploit, for his own or any other purpose, any of the Confidential Information provided by ECI / CEO/ DEO that is or may be revealed to him by ECI / CEO/ DEO unless specifically authorized to do so in writing by ECI / CEO/ DEO.

15. The Recipient acknowledges that any and all the Confidential Information that maybe disclosed by ECI / CEO/ DEO under this Agreement is the valuable property of ECI / CEO/



DEO and is highly proprietary and confidential in nature. The Recipient further acknowledges that the disclosure, distribution, dissemination and/ or release of the Confidential Information by the Recipient without the prior written consent of ECI / CEO/ DEO will cause ECI / CEO/ DEO to suffer severe, immediate and irreparable damage. The Recipient agrees that in the event the Recipient does disclose, disseminate, distribute and/ or release the Confidential Information provided by ECI / CEO/ DEO which comes into its possession or knowledge as a result of this Agreement, without the prior, written consent of ECI / CEO/ DEO, then ECI / CEO/ DEO shall be entitled to seek immediate injunctive relief in order to enforce the provisions of this Agreement

16. The Recipient further agrees to take reasonable steps, no less rigorous than those taken to protect its own confidential and proprietary information to prevent any unauthorized/ inadvertent disclosure of the Confidential Information. The Recipient agrees that upon termination of this Agreement, the Recipient shall forthwith return to ECI / CEO/ DEO and/ or provide proof of destruction any and all Confidential Information or any other information as mentioned under the preceding Clauses of this Agreement and all components which and might form part of Confidential Information and might be disclosed.

17. The Recipient shall restrict its discussions or negotiations with any third party during the term of this Agreement except with prior written permission of ECI / CEO/ DEO. However, the said permission of ECI / CEO/ DEO may be subject to:

17.1 For services - include terms which restrict the deployment of the same personnel who are working on ECI / CEO/ DEO project with any other organization without permission of ECI / CEO/ DEO during engagement with ECI / CEO/ DEO .

17.2 For products - The configuration, deployment details, etc of the products provided by the Recipient to ECI / CEO/ DEO shall not be discussed by the Recipient with any third party.

### **Penalty**

18. It is agreed between the Parties that in the event of any breach or default or offence committed by the Recipient under this Agreement, ECI / CEO/ DEO & shall be entitled to take appropriate legal action against the . Recipient, both civil as well as criminal, under the Official Secrets Act, 1923, Indian Penal Code, 1860, Information Technology Act, 2000, or any applicable laws prevalent in India or any other relevant statutory enactment or legislation in India. In such an eventuality, ECI / CEO further reserve its right to take any other appropriate action, in law or otherwise, against the Recipient, as it deems fit and necessary. The Recipient agrees that nothing in this Agreement constitutes a waiver by ECI / CEO/ DEO of the right to prosecute the Recipient for any statutory violation. Miscellaneous

### **19. Interpretation:**

The interpretation of ECI / CEO/ DEO with respect to the provisions of this Agreement shall be accepted by the Recipient and if dissatisfied with the interpretation, the Recipient can make an appeal to the Chief Election Commissioner of India. Any legal remedy available to the Recipient under the laws of India shall only be resorted to after all in- house mechanism of redressal at ECI / CEO/ DEO has been exhausted.





## **20. Supersession:**

This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements and understandings pertaining to the subject matter hereof.

## **21. Indemnification:**

The Recipient agrees to indemnify and hold ECI / CEO/ DEO harmless for any cost, damage, losses, penalty and/ or liability or claims incurred by or made against ECI / CEO/ DEO due to any breach, non- observance, failure or any other act leading to breach or omissions on part of the Recipient in the performance of this Agreement.

## **22. Amendments:**

The Agreement may be amended at any time by mutual agreement of the Parties in writing. No amendment, variation or modification of this Agreement shall be valid unless it is made in writing and signed by an authorized representative of each Party.

## **23. Severability:**

If any provision in this Agreement is held by a court or any competent authority to be void or unenforceable, then such provision shall be deemed to be severed, but the validity and enforceability of the remaining provisions shall not be affected, unless enforcement of this Agreement without the invalidated provision shall be grossly inequitable under all of the circumstances or shall affect the primary purposes of this Agreement.

## **24. Waiver:**

The non-exercise of or delay in exercising any power or right by ECI / CEO/ DEO shall not operate as a waiver of its power or right. A waiver by a Party shall be valid only if such waiver of power or right is in writing and is signed by a duly authorized officer of such Party.

## **25. Relationship between the Parties:**

Each Party is an independent contractor and not an agent or a partner of, or joint venture with, the other Party for any purpose. Neither Party by virtue of this Agreement shall have any right, power of authority to act or create any obligation, express or implied, on behalf of the other Party.

## **26. Notices**

26. Every notice, demand or other communication under this Agreement shall:

26.1 Be in writing, delivered by hand, or by registered AD post or Speed post AD or by fax number as notified by parties.

26.2 Be sent to the parties at their principal place of business in India or to such other address as either party may in writing hereafter notify to the other party.

26.3 Be deemed to have been received:

26.3.1 When delivered by hand; at the time so delivered if during business hours on a business day for the recipient;

26.3.2 If given by registered AD post or Speed post AD, 48 hours after it has been put into post, [To be confirmed] and



26.3.3 If sent by fax or electronic mail (E-mail), at the completion of transmission during business hours at its destination or, if not within the business hours, at the opening of the next period of business hours, but subject to"

26.3.4 A Proof by the sender that it holds a printed transmission report confirming dispatch of the transmitted notice;

26.3.5 The sender not receiving any telephone calls from the recipient, to be confirmed in writing, that the fax has not been received in legible form;

**27. Governing Law and Jurisdiction:**

This Agreement shall be construed, interpreted, and enforced pursuant to the laws of India and all disputes arising out this Agreement shall be subject to jurisdiction of the appropriate district court only.

IN WITNESS WHEREOF, the Parties have hereunto set and subscribed their respective hands, the day, month and year first above written.

SIGNED AND DELIVERED for and on behalf of the Chief Electoral Officer Uttarakhand represented by

Designation: \_\_\_\_\_

Name: \_\_\_\_\_

SIGNED AND DELIVERED by and on behalf of \_\_\_\_\_ [Recipient]  
Represented by its Authorized Signatory / by Recipient himself, Mr. / Ms.

**1. Witness No.1**

**2. Witness No. 2**

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**FORM BD(IP)-XII**  
**FORMAT OF INTEGRITY PACT**

Whereas **Office of Chief Electoral Officer, Uttarakhand , headed by Chief Electoral Officer, Uttarakhand** (hereinafter referred to as the Principal and the first party), proposes to award the **contract of** .....

and

**M/S** ..... **as a firm**(which term, unless expressly indicated by the contract, shall be deemed to include its successors and its assignee), hereinafter referred to as the Service Provider Agency/ Firm and the second party, is willing to offer/has offered the services.

Whereas the firm / agency is a private company/public company/partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the Principal is a Department under Government of Uttarakhand.

**1. OBJECTIVES**

Now, therefore, the Principal and the Service Provider Agency/ Firm agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

- Enabling the Principal to obtain the desired product at a competitive price in accordance with the specifications by avoiding the high cost and the distortion impact of corruption on public procurement, and
- Enabling Service Provider Agency/ Firm to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and the Principal will commit to prevent corruption in any form by their officials by following transparent procedures.

## COMMITMENTS OF PRINCIPAL

The Principal commits itself to the following:

- The Principal undertakes that no official of the Principal, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the Prospective consultant, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- The principal will, during the pre-contract stage, treat all Prospective consultants alike, and will provide to all Prospective consultants the same information and will not provide any such information to any particular Service Provider Agency/ Firm which could afford an advantage to that particular Service Provider Agency/ Firm in comparison to other prospective consultants.
- All the officials of the principal will report to the Management any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of contract, demand, take a promise for or accept, for self or third person, any material benefit which the person is not legally entitled to.

In case any such preceding misconduct on the part of such official (s) is reported by the Service Provider Agency/ Firm to the Principal, with full and verifiable facts and the same is prima facie found to be correct by the Principal, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Principal the proceedings under the contract would not be stalled.

## 2. COMMITMENTS OF PROSPECTIVE CONSULTANT

The Service Provider Agency/ Firm commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of his bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:





- a. The Service Provider Agency/ Firm will not offer, directly or through intermediaries, any bribe, consideration, gift, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the principal, connected directly or indirectly with bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
- b. The Service Provider Agency/ Firm further undertakes that he has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the Principal for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with respect to the Principal's Organization.
- c. The Service Provider Agency/ Firm will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- d. The Service Provider Agency/ Firm will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- e. The Service Provider Agency/ Firm confirms and declares to the Principal that it has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal, or any of its functionaries, whether officially or unofficially to the award of the contract to the Prospective consultant; nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.
- f. The Prospective consultant, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Principal or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- g. The Service Provider Agency/ Firm shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal as part of the business relationship, regarding plans, technical proposals and

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business details; including information contained in any electronic data carrier. The Service Provider Agency/ Firm also undertakes to exercise due and adequate care lest any such information is divulged.

- h. The Service Provider Agency/ Firm commits to refrain from making any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3. The Service Provider Agency/ Firm shall not instigate or cause any third person to commit any of the actions mentioned above.

#### 4. PREVIOUS TRANSGRESSION

- a. The Service Provider Agency/ Firm declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged herein or with any Public Sector Enterprise in India or any Government Department in India, that could justify prospective consultants' exclusion from the tender process.
- b. If the Service Provider Agency/ Firm makes incorrect statement on this subject, Service Provider Agency/ Firm can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### 5. COMPANY CODE OF CONDUCT

Prospective consultants are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company

#### 6. SANCTIONS FOR VIOLATION

l) Any breach of the aforesaid provisions by the Service Provider Agency/ Firm or any one employed by him or acting on the behalf (whether with or without the knowledge of the prospective consultant) or the commission of any offence by the Service Provider Agency/ Firm or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1988 or any other act enacted for the prevention of corruption shall entitle the Principal to take all or any one of the following action, wherever required:-

- a) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the Service Provider Agency/ Firm and to impound any earnest money deposit, if made by the prospective consultant. However the proceedings with the other prospective consultant(s) would continue.
- b) To immediately cancel the contract, if already signed without giving any compensation to the prospective consultant.
- c) To recover all sums already paid by the Principal, and in case of an Indian Service Provider Agency/ Firm with interest thereon at 2% higher than the prevailing Prime Lending Rate,





while in case of a Service Provider Agency/ Firm from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due by the Principal to the Service Provider Agency/ Firm in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

d) To cancel all or any other Contracts with the prospective consultant.

e) To debar the Service Provider Agency/ Firm from entering into any bid from the Principal for a minimum period of five years.

f) To recover all sums paid in violation of this pact by the Prospective consultant(s) to any middleman or agent or broker with a view to securing the contract

g) If the Service Provider Agency/ Firm or any employee of the Service Provider Agency/ Firm or any person acting on behalf of the Prospective consultant, either directly or indirectly, is closely related to any of the officers of the principal, or alternatively, if any close relative of an officer of the Principal has financial interest/ stake in the Prospective consultant's firm, the same shall be disclosed by the Service Provider Agency/ Firm at the time of filing of tender. Any failure to disclose the interest involved shall entitle the Principal to rescind the contract without payment of any compensation to the Prospective consultant.

h) The term 'close relative' for this purpose would mean spouse whether residing with the Principal's employee or not, but not include a spouse separated from the Principal's employee by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Principal's employee, but does not include a child or step child who no longer in any way dependent upon the Principal's employee or of whose custody the Principal's employee has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Principal's employee or to the Principal's employee's wife or husband and wholly dependent upon Principal's employee.

i) The Service Provider Agency/ Firm shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal, and if he does so, the Principal shall be entitled forthwith to rescind the contract and all other contracts with the Prospective consultant. The Service Provider Agency/ Firm shall be liable to pay compensation for any loss or damage to the principal resulting from

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such rescission and the Principal shall be entitled to deduct the amount so payable from the money(s) due to the Prospective consultant.

ii) The decision of the Principal or his nominee to the effect that the Service Provider Agency/ Firm has committed breach of the provisions of this Integrity Pact shall be final and binding on the Prospective consultant, however the Service Provider Agency/ Firm can approach monitor (s) appointed for the purpose of this Pact as per the clause mentioned in this Pact agreement

#### **7. FALL CLAUSE**

The Service Provider Agency/ Firm undertakes that he has not supplied/is not supplying the similar systems or subsystems at a price lower than that offered in the present bid in respect of any other Public Sector undertakings and if it is found at any stage that the similar system or subsystem was supplied by the Service Provider Agency/ Firm to any other Public Sector undertakings at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Service Provider Agency/ Firm to the principal, if the contract has already been concluded.

#### **8. INDEPENDENT EXTERNAL MONITOR(S)**

- a. The principal can appoint Independent External Monitor for this Pact if required in consultation with State Vigilance Commission. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He will convey his observations to the Department.
- b. The Service Provider Agency/ Firm accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Prospective consultant. The Service Provider Agency/ Firm will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors.
- c. The Monitor is under obligation to treat the information and documents of the Prospective consultant(s)/Contractor(s)/Subcontractor(s) with confidentiality. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action.





- d. The Principal reserves the right to refer a particular case to any other approved Independent External Monitor(s) as and when felt necessary. In such an event, the IEM nominated shall examine the case jointly with those whom the case is referred to.

**9. EXAMINATION OF BOOKS OF ACCOUNTS**

In case of any allegation of violation of any provisions of this Integrity Pact to the satisfaction of the Principal, the Principal or its agencies shall be entitled to examine / investigate the Books of Accounts of the Service Provider Agency/ Firm and the Service Provider Agency/ Firm shall provide necessary information of the relevant financial documents in English and shall extend all possible help for the purpose such examination / investigation

**10. OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

**11. VALIDITY**

The validity of this Integrity Pact shall be from date of its signing and extend till the complete execution of the contract to the satisfaction of both the Service Provider Agency/ Firm and the principal.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of <b>Chief Electoral Officer ,Uttarakhand Office of Chief Electoral Officer Uttarakhand, Dehradun</b>	For and on behalf of
Witness	Witness

*(Handwritten signatures and initials)*

## **GUIDELINES FOR SUBMISSION OF BANK GUARANTEE**

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address
4. The Bank Guarantee should be executed by Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed in bid document
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.



**Form-BD (PS)-XIII**  
**BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)**  
**(To be stamped in accordance with Stamp Act and on a Stamp**  
**Paper to be issued by a Scheduled commercial bank having its**  
**branch at Dehradun and payable at par at Dehradun,**  
**Uttarakhand)**

To,  
**Chief Electoral Officer**  
**Office of the Chief Electoral Officer, Uttarakhand**  
First Floor, Vishwakarma Bhawan  
Uttarakhand Secretariat  
Dehradun

1. In consideration of Chief Electoral Officer , Uttarakhand , Office of Chief Electoral Officer, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat, Subash Road, Dehradun the having agreed to exempt M/s.....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....dated .....made between the , Office of Chief Electoral Officer Uttarakhand through.....and .....(vendor) for the supply of goods .....(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said vendor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees .....only), we.....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of.....Contractor(s) do here by undertake to pay to the Office of Chief Electoral Officer Uttarakhand an amount not exceeding Rs.....(Rupees.....only) on demand.

2. We.....(Indicate the name of Bank), do hereby undertake to pay Rs.....(Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the Office of Chief Electoral Officer Uttarakhand. Any such demand made on the bank by the Office of Chief Electoral Officer Uttarakhand shall be conclusive as regards the amount due





and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the Office of Chief Electoral Officer Uttarakhand and We.....(Indicate the name of Bank), bound ourselves with all directions given by Office of Chief Electoral Officer Uttarakhand regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....(Rupees.....only).

3. We.....(indicate the name of Bank), undertake to pay to the Office of Chief Electoral Officer Uttarakhand any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to and that it shall continue to be enforceable for above specified period till all the dues of Office of Chief Electoral Officer Uttarakhand under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Office of Chief Electoral Officer Uttarakhand certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said vendor and accordingly discharges this guarantee.

5. We .....(indicate the name of Bank) further agree with the Office of Chief Electoral Officer Uttarakhand that the Office of Chief Electoral Officer Uttarakhand shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said vendor (s) from time to time or to postpone for anytime or from time to time any of the powers exercisable by the Office of Chief Electoral Officer Uttarakhand against the said vendor (s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said vendor or for any forbearance, act or omission on the part of





the Office of Chief Electoral Officer Uttarakhand or any indulgence by the Office of Chief Electoral Officer Uttarakhand to the said vendor (s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us..... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the vendor (s).

7. We .....(indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the Office of Chief Electoral Officer Uttarakhand in writing.

8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the Office of Chief Electoral Officer Uttarakhand. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).

9. It shall not be necessary for the Office of Chief Electoral Officer Uttarakhand to proceed against the vendor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the Office of Chief Electoral Officer Uttarakhand may have obtained or obtain from the contractor.

10. We ..... (indicate the name of Bank) verify that we have a branch at Dehradun. We undertake that this Bank Guarantee shall be payable at any of its branch at Dehradun. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day)

.11. We hereby confirm that we have the power(sto 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 for the power of attorney issued by the bank



Dated.....day of.....

**For and on behalf of the (indicate the Bank)**

**Signature (Name & Designation)**

**Bank's Seal**

**The above performance Guarantee is accepted by the Office of Chief Electoral Officer Uttarakhand For and on behalf of the Office of Chief Electoral Officer Uttarakhand**

**Signature**

**(Name & Designation)**

Handwritten signatures and initials in blue ink at the bottom of the page. From left to right, there are three distinct signatures and a set of initials.



**FORM-BD (MAF)-XIV**

**Manufacturers' / Producers' Authorization Form**

**[This form has to be provided by the OEMs of the products proposed mandatorily failing which technical proposal shall be considered]**

No.  
Date:  
To:

**OEM Authorization Letter**

Dear Sir:

**Ref: Your RFP**

**Ref: [\*] dated [\*]**

We who are established and reputable manufacturers / producers of \_\_\_\_\_ having factories / development facilities at (address of factory / facility) do hereby authorize M/s \_\_\_\_\_ (Name and address of Agent) to submit a Bid, and sign the contract with you against the above Bid Invitation.

We hereby extend our full guarantee and warranty for the Solution, Products and services offered by the above firm against this Bid Invitation. We also undertake to provide any or all of the following materials, notifications, and information pertaining to the Products manufactured or distributed by the Supplier:

- a. Such Products as the Purchaser may opt to purchase from the Supplier, provided, that this option shall not relieve the Supplier of any warranty obligations under the Contract; and
- b. in the event of termination of production of such Products:
  - i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Bank to procure needed requirements; and
  - ii. Following such termination, furnishing at no cost to the Purchaser, the blueprints, design documents, operations manuals, standards, source codes and specifications of the Products, if requested.

We duly authorize the said firm to act on our behalf in fulfilling all installations, Technical support and maintenance obligations required by the contract.

Yours faithfully,

(Name)

(Name of Producers)



## SECTION VI

### Part-I

### Agreement

*[The successful Bidder shall fill in this form in accordance with the instructions indicated]*

THIS AGREEMENT made

the *[ insert: **number** ]* day of *[ insert: **month** ]*, *[ insert: **year** ]*.

BETWEEN

- (1) *Chief Electoral Officer Uttarakhand , Office of Chief Electoral Officer, First Floor, Vishwakarma Bhawan, Uttarakhand Secretariat Dehradun*  
and
- (2) *[ insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called "the Supplier"), of the other part:

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents.
  - (a) the Letter of Acceptance
  - (b) the Letter of Bid
  - (c) the Addenda Nos. \_\_\_(if any)





- (d) Special Conditions of Contract
  - (e) General Conditions of Contract
  - (f) the Specification (including Schedule of Requirements and Technical Specifications)
  - (g) the completed Schedules (including Price Schedule)
  - (h) any other document listed in GCC as forming part of the Contract
  - (i) Code of Integrity of Vendor along with debarment of vendor on Fraud and Corruption
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Union of India on the day, month and year indicated above.

**For and on behalf of the Purchaser**

Signed: *[insert signature]*

in the capacity of *[ insert title or other appropriate designation ]*

in the presence of *[insert identification of official witness]*

**For and on behalf of the Supplier**

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[ insert title or other appropriate designation ]*

in the presence of *[ insert identification of official witness*



## Part-II

### CODE OF INTEGRITY FOR SUCCESSFUL BIDDER AND DEBARING VENDOR DUE TO FRAUD AND CORRUPTION

#### (Part of Agreement)

#### Code of Integrity for Successful Bidder

- a) The vendor and his representative shall act in accordance of the code of integrity prescribed in the contract
- b) The code of integrity includes provisions for: -

##### a. Prohibiting

- i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process
- ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation
- iii. any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
- v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
- vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- vii. any obstruction of any investigation or audit of a procurement process;





b. disclosure of conflict of interest;

c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -

- I. exclusion of the vendor from future procurement process;
- II. calling-off of pre-contract and forfeiture or encashment of bid security;
- III. forfeiture or encashment of any other security or bond relating to the procurement;
- IV. recovery of payments made by the procuring entity along with interest thereon at bank rate; e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- V. debarment of the bidder from participation in future procurements of the procuring entity

#### **Corrupt, fraudulent and unethical practices:**

The Office of CEO Uttarakhand will debar the vendor if successful bidder for future tenders in Office of CEO Uttarakhand if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.

**a. "Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract evaluation, finalization and or execution and

**b. "Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition

**c. "Unethical practice"** means any activity on the part of bidder by which bidder tries to circumvent tender process in any manner. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid will be treated as unethical practice.



## GENERAL CONDITIONS OF CONTRACT (GCC)

### 1. Definitions

1.1 Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (b) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer;
- (c) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract, **as named in SCC**;
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "Day works" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration;
- (f) "Employer" means the party who employs the Service Provider **as specified in SCC**.
- (g) "GCC" means these General Conditions of Contract;
- (h) "Government" means the Government of Uttarakhand ;
- (i) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity **specified in the SC** to act on their behalf in exercising all the Service Provider' rights and obligations towards the Employer under this Contract;





- (j) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;
- (k) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (l) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer **as specified in SCC**;
- (m) "Service Provider's Bid" means the completed Bidding Document submitted by the Service Provider to the Employer
- (n) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (o) "Specifications" means the specifications of the service included in the Bidding Document submitted by the Service Provider to the Employer
- (p) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.
- (q) "Sub-contractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

1.2 -  
Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

1.3  
Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4  
Notices

Any notice given by one party to the other pursuant to the Contract shall be in writing to the **address specified in the SCC**. The term "in writing" means communicated in written form with proof of receipt. A notice shall be effective from



	the date of delivery or on the notice's effective date, whichever is later. In case of electronic mode of communication, a notice shall be effective from the time of sending of the electronic communication.
<b>1.5 Location</b>	The Services shall be performed at such locations as are specified in Appendix A.
<b>1.6 Authorized Representative</b>	Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials <b>specified in the SCC</b>
<b>1.7 Inspection</b>	The Service Provider shall permit the Govt. of Uttarakhand and /or persons appointed by the Govt. of Uttarakhand to inspect the Site
<b>1.8 Taxes and Duties</b>	The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been include in the Contract
<b>1.9 Conflict of Interest</b>	<p>The Employer and all officers or employees of the Employer, whether involved in the procurement process or otherwise, or Service Provider and their representatives participating in a procurement process or other Persons involved, directly or indirectly in any way in a procurement process shall maintain an unimpeachable standard of integrity. Govt. Uttarakhand prescribes to the Employer and Service Provider to uphold the Code of Integrity, which prohibit officers or employees of a Employer or a person participating in a procurement process the following:</p> <ul style="list-style-type: none"> <li>(i) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;</li> <li>(ii) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;</li> <li>(iii) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;</li> <li>(iv) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;</li> <li>(v) any financial or business transactions between the</li> </ul>



	<p>bidder and any officer or employee of the procuring entity, who are directly or indirectly related to tender or execution process of contract;</p> <p>(vi) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;</p> <p>(vii) any obstruction of any investigation or audit of a procurement process;</p> <p>(viii) making false declaration or providing false information for participation in-</p> <ul style="list-style-type: none"> <li>a) tender process or to secure a contract;</li> <li>b) disclosure of Conflict of Interest;</li> <li>c) discloser by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other Procuring Entity</li> <li>d) during the last three years or of any debarment by any other Procuring Entity</li> </ul> <p>In case of any breach of the Code of Integrity by a Service Provider or a prospective Service Provider, as the case may be, the Employer/Procuring Entity after giving a reasonable opportunity of being heard, may take appropriate measures including -</p> <ul style="list-style-type: none"> <li>(ix) exclusion of the Service Provider from the procurement process;</li> <li>(x) recovery of payments made by the Employer along with interest thereon at bank rate;</li> <li>(xi) cancellation of the relevant contract and recovery of compensation for loss incurred by the Employer;</li> <li>(xii) debarment of the Service Provider from participation in future procurements of the Govt. of Uttarakhand for a period not exceeding three years</li> </ul>
2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be <b>stated in the SCC</b>

	<p>(a) Program: Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.</p> <p>(b) Starting Date: The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SCC.</p>
2.3 Intended Completion Date	Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is specified in the SCC. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
2.4 Modification	Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other
<b>2.5 Force Majeure.</b>	
2.5.1 Definition	For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances
2.5.2 No Breach of Contract	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event</p> <p>(a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and</p> <p>(b) has informed the other Party as soon as possible about the occurrence of such an event</p>
2.5.4 Extension of Time	Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was



	unable to perform such action as a result of Force Majeure.
2.5.4 Payments	During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.
2.6 - Termination	
	<p>The Employer may terminate this Contract, by not less than Seven (07) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:</p> <ul style="list-style-type: none"> <li>(a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within Seven (07) days after being notified or within any further period as the Employer may have subsequently approved in writing;</li> <li>(b) if the Service Provider become insolvent or bankrupt;</li> <li>(c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than Ten (10) days; or</li> <li>(d) if the Service Provider, in the judgment of the Employer has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract.</li> </ul>
By the Service Provider	The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b)

	<p>of this Sub-Clause 2.6.2:</p> <p>(a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within Ninety (90) days after receiving written notice from the Service Provider that such payment is overdue; or</p> <p>(b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.</p>
2.6	
Payment to Termination	<p>Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:</p> <p>(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) Except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the contract, including the cost of the return travel of the personnel</p>
<b>3.1 General</b>	
<b>Obligations of the Service Provider</b>	<p>The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.</p>



**3.2  
Conflict of Interest**

**2.1** The Service Provider shall hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.

**3.2.2** Conflict of interest for a Employer or its personnel and Service Provider is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

**3.2.3** Govt. of Uttarakhand describes the situations in which an Employer or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following –

a) Conflict of Interest occurs when the private interests of a procuring entity or its personnel, such as personal, non-official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;\

b) within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Employer, employment after retirement from service or of relatives or the receipt of a gift that may place the Employer or its personnel in a position of obligation;

c) Conflict of Interest also includes the use of assets of the Employer including human, financial and material assets, or the use of the office of the Employer or knowledge gained from official functions for private gain or to prejudice the position of someone the Employer or its personnel does not favour;

d) Conflict of Interest may also arise in situations where the Employer or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends



or someone they favour, to benefit directly or indirectly from the decision or action of the Employer;

3.1.2 The situations in which Bidder participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following-

- a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement process or execution of contract;
- b) If they receive or have received any direct or indirect subsidy from any other bidder;
- c) If they have the same legal representative for purposes of the bid
- d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
- e) If they participate in more than one bid in the same bidding process;
- f) If they have controlling partners in common;
- g) If a consultant or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in anyway;

3.1.3 The Service Provider agrees that, during the term of this Contract and after its termination, the Service Provider and any entity affiliated with the Service Provider, as well as any Sub-contractors and any entity affiliated with such Sub-contractor, shall be disqualified from providing goods, works or non-consulting services resulting from or directly related to the Services for the preparation or implementation of the project, unless otherwise indicated in the SCC.





<p><b>3.3</b> <b>Confidentiality</b></p>	<p>The Service Provider, its Sub contractors, and the Personnel of either of them shall not disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer</p>
<p><b>3.4</b> <b>Insurance to be taken by the Service Provider</b></p>	<p>The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be <b>specified in the SCC</b>; and</p> <p>(b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid</p>
<p><b>3.5 Service Provider's Actions Requiring Employer's Prior Approval</b></p>	<p>The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> <li>(a) entering into a subcontract for the performance of any part of the Services,</li> <li>(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel"),</li> <li>(c) changing the Program of activities; and</li> <li>(d) any other action that may be <b>specified in the SCC</b></li> </ul>
<p><b>3.6 Reporting Obligations</b></p>	<p>The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.</p>
<p>3.7 DOCUMENTS PREPARED BY THE SERVICE PROVIDER TO BE THE PROPERTY OF THE EMPLOYER</p>	<p>All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub- Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be <b>specified in the SCC</b>.</p>



<p><b>3.8 Liquidated Damages</b></p>	
<p><b>3.8.1 Payment of Liquidated Damages</b></p>	<p>The Service Provider shall pay liquidated damages to the Employer at the rate per day <b>stated in the SCC</b> for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount <b>defined in the SCC</b>. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.</p>
<p><b>3.8.2 Correction for Overpayment</b></p>	<p>If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.</p>
<p><b>3.8.3; Lack of Performance Penalty</b></p>	<p>If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in <b>Sub-Clause 7.2 and specified in the SCC</b>.</p>
<p><b>3.9 Performance Security</b></p>	<p>The Service Provider shall provide the Performance Security to the Employer within 03 days of issue of Letter of Award. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 45 days from the Completion Date of the Contract in case of a bank guarantee.</p>
<p><b>4. SERVICE PROVIDER'S PERSONNEL</b></p>	
<p><b>4.1 Description of Human Resource and Personnel</b></p>	<p>The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Employer.</p>
<p><b>4.2 Removal and/ or Replacement of Personnel</b></p>	<p>(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.</p>



	<p>(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or</p> <p>(ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.</p> <p>(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel</p> <p>(d)</p>
<b>5. OBLIGATIONS OF THE EMPLOYER</b>	
5.1 Assistance and Exemption	The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as <b>specified in the SCC</b>
5.2 Changes in applicable Law	The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as <b>specified in the SCC.</b> The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix E.
5.3 Facilities to be provided by Client/Employer	The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix E
<b>6. Payment to Service Provider</b>	
6.1 - Contract Price	The price payable is set forth in the SCC.
6.2 Terms and Conditions of Payment	Payments will be made to the Service Provider according to the payment schedule stated in the SCC. Unless otherwise stated in the SCC, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the SCC. Any other payment shall be made after the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.
<b>7. Quality Control</b>	

7.1 Service Level Agreement and its Matrix

The principle and modalities of Inspection of the Services and Service Level Agreement (SLA) by the Employer shall be as **indicated in the SCC.**

Service integrator shall provide services as per SLA matrix, which defines maximum response as well as rectification times for all kinds of infrastructure/equipment/Software covered under the contract. Selected integrator is required to provide minimum 99.75% overall uptime for components/services, for contract period. The penalties to be imposed at any stage under this bid are:

1) Imposition of SLA related penalties, liquidated damages, forfeiture of performance security, cancellation of work order, termination of the contract and de-recognition / debarment of the bidder / supplier.

2) Failure to produce the requisite certificates after claiming to possess such certificates or concealment or misrepresentation of facts will not only lead to rejection of bid / termination of contract and / or may lead to forfeiture of EMD / Performance Security as well as result in de-recognition/ debarment of the bidder.

3) The penalties to be imposed on the bidder, at any stage, will be decided on the basis of the violations of number of bid conditions specifically mentioned in the bid document as that leading to forfeiture of EMD / Performance Security or leading to de-recognition / debarment

**Settlement of Disputes**

Amicable settlements

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation

**Dispute Settlement**

Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **SCC.**





<b>Restriction on Political Affiliations</b>	The Bidder or any of its Directors / Promoters should not be associated or affiliated with any Political Party(ies) /Candidate(s) across India during this tender process and period of contract.
<b>Jurisdiction of Court</b>	legal proceedings, if necessity arises shall have to be lodged in courts situated in Dehradun and not elsewhere by any of the parties.

## Special Conditions of Contract (S.C.C.)

1.1 (C)	The contract name is _____ [insert brief description]
1.1 (f)	The Client is _____ [insert name of Client]
1.1 (l)	The Member in Charge is _____ [insert name of Member in Charge, in case bidder is JV]
1.1 (l)	<p>Client Address</p> <p>Attention to-----</p> <p>Address -----</p> <hr/> <p>Phone N</p> <p>Mobile No</p> <p>E-Mail id</p> <p>Service Provider Address</p> <p>Attention to-----</p> <p>Address -----</p> <hr/> <p>Phone N</p> <p>Mobile No</p> <p>E-Mail id</p>
<b>2.1</b>	The date on which this Contract shall come into effect
<b>2.2.2</b>	The Starting Date for the commencement of Services is.
<b>2.3</b>	The Intended Completion Date is _____.
<b>3.2.5</b>	The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified from providing goods, works or non-consulting services due to conflict of a nature described in Clause GCC 3.2.4.g



	Yes / No
<b>3.4</b>	The risks and coverage by insurance shall be: (i) Third Party motor vehicle _____ (ii) Third Party liability- _____ (iii) Employer's liability and workers' compensation _____ (iv) Professional liability _____ Loss or damage to equipment and property _____
<b>3.5 (d)</b>	The other actions are ____.]
<b>3.7</b>	Restrictions on the use of documents prepared by the Service Provider are: the firm has The _____ has signed a Confidentiality and Non-Disclosure Agreement .The Service Provider has agreed that in any the event of any breach or default or offence committed by the Service Provider t under this Agreement, ECI / CEO, Uttarakhand / DEO & shall be entitled to take appropriate legal action against the . Service Provider including his employees both civil as well as criminal, under the Official Secrets Act, 1923, Indian Penal Code, 1860, Information Technology Act, 2000, or any applicable laws prevalent in India or any other relevant statutory enactment or legislation in India.
<b>3.8.1</b>	The liquidated damages rate is 2% per day The maximum amount of liquidated damages for the whole contract is 10 percent of the final Contract Price
<b>3.8.3</b>	Service Level Agreement and Penalty Annexed at Annexure
<b>5.1</b>	assistance and exemptions provided to the Service Provider are: <b>Responsibilities of the Client (Elections Department)</b> <ul style="list-style-type: none"> <li>• Ensure the safety and security GPS Tracking System and accessories delivered by the bidders</li> <li>• Provision of power, furniture and other resources to the bidder,</li> <li>• Issue of Election Duty Certificate (EDC) / postal ballot to the manpower posted by the bidder</li> </ul>
<b>6.2</b>	The amount of Contract of is INR----- ----- exclusive of all taxes . The applicable taxes
<b>6.4</b>	The following are the conditions precedent for release of any payment by the Client: <ul style="list-style-type: none"> <li>• Signing of Contract</li> <li>• Signing of Non-Disclosure Agreement (specify format) by all the persons involved in the assignment</li> <li>• Submission of an irrevocable Bank Guarantee of the Contract amount in the format (specify format) specified to the Client</li> </ul> ii. The following would be the Milestones and Payment <b>Payment(s) shall be done subject to successful completion of the all Deliverables as mentioned in the Section Scope of Work. Payments shall</b>



be done by the concerned District and the Invoice(s) to be submitted to the concerned District (i.e. to the respective District Collector / DE

Sr No	Activity	Payment Conditions
1	VTS Software (Web Application, Mobile Application and Hosting of VTS Software)	
2	TEST RUN of Vehicle Tracking System at CEO Uttarakhand Level	
3	TEST RUN of Vehicle Tracking System at DEO i.e. at district level in Uttarakhand	100% Payment shall be made after successful completion of all the activities
4	Installation, Commissioning, Configuration of GPS Tracker Devices inside the Vehicles and its integration with VTS Software (Web and Mobile Application)	If the TEST RUN of VTS FAILS <b>No</b> Payment would be done for any Invoice(s) submitted
5	Control Room Set up at CEO level as per the Section Scope of Work	It is mandatory to accomplish the Exit Management Milestones #1, #2 and #3 before submitting any Invoice(s) to District Collector / DEO (refer section Exit Management)
6	Control Room Set up at DEO/RO in each district as per the Section Scope of Work	
7	Help Desk Support/ Onsite-Technical Support to Repair GPS Tracker Devices	Invoice(s) must be submitted along with Acceptance Certifications and necessary Documentary proofs as mentioned in the Acceptance Certification and Section Exit Management  The taxes would be paid at the prevalent rates.  No interest would be paid for any delay in Payment  No Advance Payment would be done  The successful Bidder is advised to go for General Insurance of the GPS Tracker Device(s); CEO Uttarakhand Office will not cover for any Damage / Theft of the GPS Tracker Device(s) after successful installation inside the vehicle.
8	Training of Vehicle Tracking System (Web Application , Mobile Application and GPS Tracker Device)	

6.5	Payment shall be made within <u>90</u> days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4 except in case of Non availability of Budget
	<p><b>Amicable Settlement</b></p> <p>1. Performance of the contract is governed by the terms &amp; conditions of the contract, in case of dispute arises between the Parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other Party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 2 days after receipt. If that Party fails to respond within a day, or the dispute cannot be amicably settled within 4 days following the response of that party, then the Parties must refer the dispute to CEO ,Uttarakhand</p> <p>If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to Chief Electoral Officer, Uttarakhand &amp; whose decision shall be final and abided by all stakeholders.</p> <p>Aggrieved by the decision or if the decision is not accorded within the stipulated time enlisted in the contract, Arbitration shall become applicable.</p>
	<p>Arbitration</p> <p>1. The arbitration proceedings shall be conducted in accordance with the provisions under the Arbitration and Conciliation Act 1996.</p> <p>2. The seat of arbitration shall be Dehradun ,Uttarakhand and the language will be English.</p>
	The Bidder or any of its Directors / Promoters should not be associated or affiliated with any Political Party(ies) /Candidate(s) across India during this tender process and period of contract.



