



**OFFICE OF THE CHIEF ELECTORAL OFFICER
JHARKHAND**

VOLUME - I

REQUEST FOR PROPOSAL (RFP)

FOR

**SELECTION OF VENDOR FOR PROVIDING MOBILE BASED GPS TRACKING
SYSTEM DURING UPCOMING GENERAL ELECTION AND LEGISLATIVE
ASSEMBLY ELECTION 2019**

Issued by:

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DISCLAIMER

The information contained in this Request for Proposals document ("RFP") or subsequently provided to interested parties (Bidders), whether verbally or in documentary or any other form by or on behalf of Chief Electoral Officer, Jharkhand (the Authority) or any of its employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.

This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Bidders may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Work and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All

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such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by any Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

Laws of the Republic of India are applicable to this RFP

SHORT TENDER NOTICE



OFFICE OF THE CHIEF ELECTORAL OFFICER (CEO), JHARKHAND

REQUEST FOR PROPOSAL (RFP)

Project: CEO, Jharkhand intends to select a Vendor for Providing Mobile based GPS Tracking System during upcoming General Election and Legislative Assembly Election 2019 in the state of Jharkhand.

Selection Process: A single-stage two envelope bidding process shall be adopted for selection of Agency.

Eligibility Criteria: For eligibility criteria and other project details, please refer to the RFP Document.

Procurement of RFP Document: RFP documents can be downloaded from CEO website <http://www.jharkhand.gov.in/ceo> from 28.02.2019 onwards.

Last date of submission is 08.03.2019 by 1:00 PM (IST) on address as given in the RFP Document.

Sd-
Chief Electoral Officer
-Cum-Additional Chief Secretary,
Jharkhand

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SECTION 1: INTRODUCTION

1.1 BACKGROUND

- 1.1.1 Chief Electoral Officer (CEO), Jharkhand (The Authority), intends to select a Vendor for providing Mobile based GPS Tracking System during upcoming General Election and Legislative Assembly Election 2019 in the state of Jharkhand. To manage the entire process for the conduct of the General Elections and Assembly Election, the Chief Electoral Officer (CEO), Jharkhand envisages implementation of a real time mobile-based location and movement tracking application to track the movement of Sector Magistrates (carrying reserve EVM/VVPAT) and of such other personnel as decided by the Chief Electoral Officer (CEO). They also intended to design and implement a mobile application to track the movement of these parties at district and State level EVM control rooms and by such other stakeholders as may be allowed by the CEO. The overall objective of the project is to connect and monitor the working of the Sector Magistrates and other authorised stakeholders engaged in the conduct of the election.
- 1.1.2 The Vendor (service provider) should be a well-established and reputed organizations/ agencies/ suppliers (Firm (Sole Proprietor/ Partnership), Company under Company Act 1956/ 2013) who fulfill the eligibility criteria and having sufficient infrastructure & Manpower and proven track record in the field of Mobile based GPS Tracking System for tracking the location and movement in Parliamentary or/and state Assembly Elections in India. The agency is to be appointed for providing of Mobile based GPS Tracking System during upcoming General Election and Legislative Assembly Election 2019 in the state of Jharkhand in tune with the requirements of the office of CEO, Jharkhand.
- 1.1.3 In pursuance of the above, the Authority has decided to carry out the process for selection of a Vendor for Providing Mobile based GPS Tracking System during upcoming General Election and Legislative Assembly Election 2019 through an open and competitive bidding process.
- 1.1.4 **Scope of Services: Refer Appendix III**
- 1.1.5 The Agreement to be entered into between the Authority and the Selected Bidder is enclosed as Volume 2 of this RFP. The Agreement sets forth the detailed terms and conditions of the contract to the selected Bidder, including the scope of the selected bidder's services and obligations.
- 1.1.6 The Bidder shall be required to quote in its financial bid, the Price Schedules/ Commercial/ financial quote for Goods and Related Services, according to their origin as appropriate, using the financial forms furnished in this RFP document, payable to the Selected Bidder by the Authority.
- 1.1.7 Selection of successful bidder shall be on the basis of evaluation methodology described in section 3 of this RFP.
- 1.1.8 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or in any manner the scope of

services and obligations of the Selected Bidder set forth in the Draft Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Contract to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

1.2 Brief description of the Bidding Process

- 1.2.1 The Authority intends to undertake a single stage (two envelopes) bidding process, comprising of namely, Technical Bid and Price Bids/ Financial Bids (collectively referred to as the "Bidding Process") from interested bidders for **"Selection of Vendor for Providing Mobile based GPS Tracking System during upcoming General Election and Legislative Assembly Election 2019"**. The Technical Bid to be submitted by bidders shall inter-alia comprise Technical and Financial Capability documents. The Price Bids of only those bidders who qualify in the Technical Bid evaluation shall be opened for evaluation and selection of the successful Bidder. The Technical Bid would be evaluated based on the criteria set forth in Clause 2.3 of the RFP. Only those Bidders, whose Technical Bids qualify in terms hereof will be eligible for opening and evaluation of their Price Bids. In the second stage, a financial bid/price bid envelope will be opened and financial evaluation will be carried out as specified in Clause 3.5. The Selected Bidder shall be the bidder who quotes the Lowest Fee shall ordinarily be declared as the selected Bidder. The Bidder with Lowest quote shall be selected for negotiation while the other bidders will be kept in reserve.
- 1.2.2 The Bidder shall pay an amount equivalent to Rs 2,000/ (Rs Two Thousand only) towards cost of the RFP document being provided to the Bidders, by way of a demand draft in favor of **"Chief Electoral Officer, Jharkhand"** drawn on a Scheduled Commercial Bank, and payable at Ranchi. Bidders have to submit the demand draft (non refundable) of the said amount (Rs 2,000) along with their Proposal.
- 1.2.3 This RFP document contains information about the Project, Bidding Process, Bid submission, Qualification and Financial Proposal requirements.
- 1.2.4 The Bid shall be valid for a period of not less than 120 days from the Bid Due Date (**"Bid Validity Period"**).
- 1.2.5 A Bidder is required to deposit, along with its Bid, a bid security equivalent to an amount of Rs 25,000/- (Rupees Twenty Five Thousand only) in the form and manner as described in Clause 2.13 of Instruction to Bidder (ITB). The Bid Security shall be refundable to unsuccessful bidders not later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Preferred Bidder whose Bid Security shall be retained till the signing of the Agreement. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.6 The selection process is elaborated in this ITB.
- 1.2.7 Any award of Contract pursuant to the Bidding Process shall be subject to the terms and conditions of Bidding Documents.

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1.2.8 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officers designated in Clause 2.10.3. The envelopes/ communication shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: RFP for “Selection of Vendor for Providing Mobile based GPS Tracking System during upcoming General Election and Legislative Assembly Election 2019”.

1.2.9 At any point in time prior to the signing of the agreement with the selected bidder the Authority can cancel the bidding process without giving any reason whatsoever.

1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following bidding schedule:

Sl. No.	Event Description	Date
1	Issue of Bid Documents	From 28.02.2019
2	Last date for receiving queries	2.03.2019 by 5:00 PM (IST)
3	CEO's response to queries latest by	5.03.2019
4	Bid Due Date	8.03.2019 by 1:00 PM (IST)
5	Opening of Technical Bids	8.03.2019 at 3:00 PM (IST)
6	Opening of Price Bid	To be informed
7	Issuance of Letter of Intent (“ Lol ”)	To be informed
9	Signing of Agreement	To be informed

Note: The above time is tentative and the Authority may at its discretion change the same by issuing an Addendum. The Authority reserves the right to modify the said schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever.

Further the Authority reserves the right to hold, in its sole and absolute discretion, more than one pre-bid conference or hold one or more consultation meetings with the Bidders and in such event the above schedule shall stand modified and amended.

SECTION 2: INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

2.1 General Terms of Bidding

- 2.1.1 No Bidder or its Associate shall submit more than one Proposal for the Project. A Bidder applying individually or as an Associate shall not be entitled to submit another proposal either individually or as a member of any consortium, as the case may be.
- 2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms of the draft Agreement shall have overriding effect and shall prevail over the terms of this Instructions to Bidders, to the extent of any repugnancy between them; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the draft Agreement.
- 2.1.3 The Financial Bid shall be furnished in the format at Appendix II. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.4 The Bidder shall deposit a Bid Security in accordance with the provisions of this RFP. The Bidder shall provide the Bid Security as per the form specified in clause 2.13 of this RFP.
- 2.1.5 The Bidder should submit a Power of Attorney as per the format at Form-IV of Appendix-I; provided, however, that such Power of Attorney would not be required if the Proposal is signed by a Proprietor or partner of the Bidder, in case the Bidder is a partnership firm or limited liability partnership.
- 2.1.6 Any entity which has been barred from participating in any project by the [Central/ State Government, or any entity controlled by it, and the bar subsists as on the date of bidding, it would not be eligible to submit a Bid. A Bidder including any Associate should, in the last 3 (three) years, have neither failed to perform under any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or Associate thereof, as the case may be, nor expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, or Associate thereof.
- 2.1.7 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.8 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.9 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.9 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to Bidders any Bid or any information provided along therewith.

2.1.10 Conflict of Interest

- A) An Bidder shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, the time, cost and effort of the Authority including consideration of such Bidder's Proposal, without prejudice to any other right or remedy that may be available to the Authority hereunder or otherwise;
- B) The Authority requires that the Agency provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.
- C) Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (i) the Bidder, its Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, or Associate, as the case may be) in the other Bidder, or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956 (as re-enacted/amended/modified from time to time). For the purposes of this Clause 2.1.10 indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or
 - (ii) a constituent of such Bidder is also a constituent of another Bidder; or

- (iii) such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or
- (vi) such Bidder has participated as a Agency to Authority in the preparation of any documents, design or technical specifications of the Project.
- (vii) there is a conflict among this and other consulting assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the Agency will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (viii) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Sub Clause D of 2.1.10; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (ix) the Bidder, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Sub-clause (ix), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (i) above.

For purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder, or is deemed or published as an "Associate Office"; or has a formal arrangement such as

tie up for client referral or technology sharing, joint venture with the Bidder (the "Associate"); provided, however, that if the Bidder has any formal arrangement such as consortium membership in a consortium of Agency for a particular assignment/project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Bidder solely due to the reason of forming such consortium. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- D) An Bidder eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Agency shall include a partner in the Agency's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Agency, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the Financial Expert of an Bidder/ Agency was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Financial Expert shall be deemed to suffer from Conflict of Interest for the purpose hereof.
- E) In the event that the Agency, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the Authority as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFP (as the case may be) proposals for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The Authority shall, upon being notified by the Agency under this Clause E, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Agency within a period not exceeding 15 (fifteen) days.

2.1.11 This RFP is non- transferable.

2.1.12 Any award of contract pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.2 Deleted

2.3 Eligibility of Bidders

2.3.1

- (a) Bidders must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.
- (b) The Bidder should be a registered company incorporated under the [Indian] Companies Act, 1956/ 2013 or a sole proprietorship established under Applicable Laws; or partnership firm established under Applicable Laws engaged in trade or business of Information Technology/ IT enabled Services/ Telecommunication business/ GPS/ Mobile Application as on the date of issue of the Notice Inviting Tender.

Please attach valid documentary proof - Certificate of incorporation Registration Certificate/Partnership deed.

- (c) In this regard, it is hereby clarified that a group of entities [i.e. a consortium/ JV] shall not be allowed to submit its bid for the Project, and in the event of breach of such prohibition the same shall not be considered for the purposes hereof.
- (c) The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest is liable to be disqualified at any stage.
- (d) Should be a well-established and reputed organizations/ agencies/ suppliers who fulfil the eligibility criteria and having sufficient infrastructure & Manpower and proven track record in the field of Mobile based GPS Tracking System and designing and implementing of a mobile application for tracking the location and movement in Parliamentary or/and state Assembly Elections in India.
- (e) The Bidder should have valid Goods & Service Tax Registration.

Please attach a copy of the PAN and the GST Registration

- (f) To be eligible for qualification, the Bidder shall fulfill the following conditions of eligibility:

I. Technical Capacity:

- 1) The Bidder should have experience of rendering similar services (Mobile based projects where the Mobile application is used for tracking the location of employees/users) for Election Commission of India or State Chief Electoral Office (CEO) or any Central/State Government Department during the last 03 financial years (2018-19, 2017-18, 2016-17) on the date of notice inviting tender.

Please attach valid documentary proof - Copy of work order & complete client execution certificates of the order from the concerned client.

II. Financial Capacity:

- 1) The Bidder must have an average annual financial turnover of at- least Rs. 10 crores during the last 03 financial years (2018-19, 2017-18, 2016-17)

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Please attach valid documentary proof of: - Balance sheet clearing indicating the Year & Turn over details and CA Certificate certifying the Turnover details.

Note-

- Joint Venture or Consortium partner is not allowed. If the same is found then such bidder shall be disqualified and his/ her technical bid shall not be opened/ considered and the bid security shall be forfeited.

2.3.2 Litigation History: The Bidder should provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A history of award(s) against the Bidder will result in rejection of the Bid. Suppression of any information or material in this regard would be construed as a fundamental breach and the Authority reserves its right to take appropriate action including rejection/disqualification of the Bid, forfeiture of Bid Security etc. as may be deemed fit and proper by the Authority at any time without requiring giving any notice to the Bidder in this regard.

2.3.3 Bidders shall provide such evidence of their continued eligibility criteria fulfillment in terms hereof to the Authority as the Authority shall reasonably request.

2.3.4 The following conditions shall be adhered to while submitting the Bid:

- (i) Bidders shall attach clearly marked and referenced continuation sheets in the event the space provided in the prescribed forms in the Appendices being insufficient. Alternatively, Bidders may format the prescribed forms, making due provision for incorporation of the requested information;
- (ii) Information supplied by a Bidder must apply to the Bidder unless not specifically requested, to other associated companies or firms.

2.4 Bid and other costs

The Bidders shall be responsible for all costs associated with the preparation of their Bids and their participation in the Bid. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

B. DOCUMENTS

2.5 Contents of the RFP

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.7.

Volume I	Instruction to Bidder
SECTION: 1	Introduction
SECTION: 2	Instructions To Bidders

SECTION: 3	Criteria for Evaluation of Bids
SECTION: 4	Fraud And Corrupt Practices
SECTION: 5	Miscellaneous
Appendices	
Appendix I Form I	Letter Comprising the Bid
Appendix I Form II	Details of Bidder
Appendix I Form III	Statement of Legal Capacity
Appendix I Form IV	Power of Attorney for signing of Bid
Appendix I Form V	Litigation History
Appendix I Form VI	Abstract of Eligible Assignments of the Bidder /Technical Capacity of the Bidder
Appendix I Form VII	Financial Capacity of the Bidder
Appendix I Form VIII	Checklist of Submission
Appendix II Form I	Financial Proposal Covering Letter
Appendix II Form II	Financial Proposal
Appendix III	Scope of Services
Volume II	Agreement

2.6 Clarifications

- 2.6.1 Bidders requiring any clarification on the RFP may notify authority in writing or by fax or e-mail in accordance with Clause 1.2.8. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. Authority shall endeavor to respond to the queries within the period specified therein, but no later than 5 (five) days prior to the Bid Due Date. The responses will be sent by courier post and/ or fax and/ or e-mail. Authority will forward all the queries and its responses thereto, to all purchasers of the RFP without identifying the source of queries.
- 2.6.2 Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring Authority to respond to any question or to provide any clarification. Authority shall not take any responsibility for postal or any other delay in response.
- 2.6.3 Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on Authority.

2.7 Amendment of RFP

- 2.7.1 At any time prior to the deadline for submission of RFP, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda on the website <http://www.jharkhand.gov.in/ceo>. The bidders are therefore advised to visit website <http://www.jharkhand.gov.in/ceo> regularly for the updates relating to this RFP.
- 2.7.2 Any Addendum thus issued will be uploaded on the website <http://www.jharkhand.gov.in/ceo> and will be sent in writing to all those who have purchased the RFP.
- 2.7.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Authority may, at its own discretion, extend the Bid Due Date.

2.8 Right to accept and to reject any or all Bids

- 2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.8.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:
- (a) At any time, a material misrepresentation is made or uncovered, or
 - (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder gets disqualified / rejected, then the Authority reserves the right to:
 - (i) Invite the remaining Bidders to submit Bids; or
 - (ii) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.8.3 In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, including the contract thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Selected Bidder or the Selected Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the PMC either by issue of the Letter of Intent (referred as "LOI") or entering into of the Contract Agreement, and if the Bidder has already been issued the LOI or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder, without the Authority being liable in any manner whatsoever to the Selected Bidder or PMC, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security/ performance security, as compensation and damages

payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

- 2.8.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

C. PREPARATION AND SUBMISSION OF BID

2.9 Language

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.10 Documents comprising the Bid

- 2.10.1 The bids shall be submitted in two envelopes which comprise the following documents:-

- A. **Envelope-I Technical Bid : The Bidder shall submit the Technical Bid in the formats specified in respect thereto:**
- i) Letter Comprising the Bid in the form and manner as described in Appendix I- Form I
 - ii) Details of Bidder in the form and manner as described in Appendix I-Form II
 - iii) Statement of Legal Capacity in the form and manner as described in Appendix I- Form III
 - iv) Power of Attorney authorising the signatory of bid to commit the Bidder in the form and manner as described in Appendix I- Form IV
 - v) Litigation History in the form and manner as described in Appendix I-Form V
 - vi) Abstract of Eligible Assignments/Technical Capacity of the Bidder in the form and manner as described in Appendix I – Form VI
 - vii) Financial Capacity of the Bidder in the form and manner as described in Appendix I-Form-VII
 - viii) Checklist of the Submission in the form and manner as described in Appendix I-Form-VIII
 - ix) Demand Draft towards Cost of Bid Document

- x) A copy of the entire bid document (along with its addendum, if any) duly signed on each page by the authorised signatory of the Bidder. The Bid document shall also have the Bidder's stamp on each page along with signature of the authorised representative of the bidder.

B. Envelope II-Financial/Price Bid: The Bidder shall submit the Financial/Price Bid in the format specified at Appendix-II.

Each envelope shall be separately sealed and marked in accordance with the sealing and marking instruction in Clause 2.16.

2.10.2 The Bidder shall prepare and submit one copy of the Bids (Technical Bid and Financial Bid).

2.10.3 The queries and completed RFP must be submitted to:

Chief Electoral Officer

-Cum-Additional Chief Secretary, Jharkhand

Cabinet (Election) Department,

Sector-2, Dhurwa, Ranchi -834004

Website: - <http://www.jharkhand.gov.in/ceo>

Email- ceo_jharkhand@eci.gov.in

Phone:-0651-2444787/ 2444453/ 2440077

Fax:-0651-2441551/ 2441552

Computer Cell: 0651-2444783

2.11 Financial Proposal/ Bid Variable/ Price Bid

2.11.1 Bidders shall quote the financial proposal in the formats at Appendix-II (the "**Financial Proposal**") in both figures and words, in Indian Rupees, and signed by the Bidder's Authorised Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

2.11.2 In this RFP, the term "**Lowest Bidder**" shall mean the Bidder who is seeking the lowest Fee. Subject to the provisions of Clause 3.5, the Project will be awarded to the Lowest Bidder.

2.11.3 Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause 3 of this RFP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process.

2.11.4 While submitting the Financial Proposal, the Bidder shall ensure the following:

- (i) All the costs associated with the assignment shall be included in the Financial Proposal. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.
- (ii) Costs (including break down of costs) shall be expressed in INR
- (iii) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the bid document. A Bid submitted with an adjustable price quotation shall be treated as nonresponsive and shall be rejected. However, if in accordance with the bid document, prices quoted by the bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

2.12 Bid Validity

- 2.12.1 Bids shall remain valid for a period of 120 days (one hundred twenty days) after the Bid Due Date (herein the “**Bid Validity Period**”) specified in Clause 1.2.4. A Bid having lesser validity period than the prescribed Bid Validity Period shall be summarily rejected by the Authority as non-responsive.
- 2.12.2 Prior to expiry of the Bid Validity Period, the Authority may request the Bidders to extend the Bid Validity Period for a specified additional period. The request and the responses thereto shall be made in writing or by fax. A Bidder may refuse such request for extension of bid validity period without being liable for forfeiture of its Bid Security. A Bidder agreeing to the request will not be required or permitted to modify its bid but will be required to extend the validity of its Bid Security for the period of the extended bid validity period, in compliance with Clause 2.13 in all respects.

2.13 Bid Security

- 2.13.1 The Bidder shall furnish, as part of its Bid, a Bid Security equivalent to an amount of Rs 25,000/- (Rupees Twenty Five Thousand only), which shall be in the form of a demand draft from a Scheduled Commercial Bank in India having a branch in Ranchi, in favour of “**Chief Electoral Officer, Jharkhand**”, payable at Ranchi (“**Bid Security**”) and refundable not later than 180 (sixty) days from the Bid Due Date, except in the case of the Preferred Bidder whose Bid Security shall be retained till the furnishing of Performance Security by the Selected Bidder/ PMC.
- 2.13.2 Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non- responsive.
- 2.13.3 The Bid Security of unsuccessful Bidders, except the Bidder (L2) next to the Preferred Bidder (L1), will be returned promptly without any interest, but not later than 60 days after the expiration of the Bid Validity Period, or within 15 (fifteen) days of issue of Lol to the Preferred Bidder, whichever is earlier. The Bid Security of L2 will be returned within 15 (fifteen) days of signing of Agreement with the Selected Bidder.
- 2.13.4 The Bid Security of the Preferred Bidder will be returned, upon furnishing the Performance Security and after signing of the Agreement.

2.13.5 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Agreement, or otherwise, under the following conditions:

- a) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- b) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
- c) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- d) If the Bidder does not accept the correction of errors in its Bid, pursuant to Clause 2.25 hereof;
- e) In the case of the Preferred Bidder, if the Bidder fails within the specified time limit to
 - (i). To sign and return the duplicate copy of LOI;
 - (ii). Sign the Agreement;
- f) any other conditions, with respect to the Bidder as well as the Preferred Bidder, for which forfeiture of Bid Security has been provided under this RFP.

2.14 Deleted

2.15 Format and Signing of Bid

2.15.1 The Bidder shall prepare one copy of the documents comprising the Bid as described in Clause 2.10 of Instructions to Bidders.

2.15.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to clause 2.1.5.

2.15.3 The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Authority, or as necessary to correct errors made by the Bidder, in which case all such corrections shall be initialed by the person or persons authorized to sign the Bid.

D. Submission of Bids

2.16 Sealing and Marking of Bids

2.16.1 The Bidder shall submit the Bid in two envelopes as below:

Envelope I: Technical Bid

Envelope II: Financial Bid

The Technical & Financial Bid shall be sealed in separate envelopes and the sealed Technical & Financial Bid envelopes (Envelopes I & II) shall be put in an outer envelope and sealed.

All the three envelopes shall be respectively marked as follows:-

Outer Envelope:

Bids for "Selection of Vendor for Providing Mobile based GPS Tracking System during upcoming General Election and Legislative Assembly Election 2019".

Envelope- I Technical Bid:

Technical Bid for “Selection of Vendor for Providing Mobile based GPS Tracking System during upcoming General Election and Legislative Assembly Election 2019”. The Envelope I marked as ‘Technical Bid’ shall contain the following:

- (i). Bid Security in a separate sealed envelope marked “Bid Security”.
- (ii). Documents listed in Clause 2.10.1 in a separate sealed envelope.

Envelope- II Financial Bid:

The Bidder shall submit its Price Bid in the format specified at Appendix-II Form I and Form II, and seal it in Envelope II and mark it as “Financial Bid/ Price Bid for “Selection of Vendor for Providing Mobile based GPS Tracking System during upcoming General Election and Legislative Assembly Election 2019”.

2.16.2 Apart from the Original Bid, the Bidder shall also submit a copy of the Technical Bid in sealed in Separate Envelope and marked “Copy of Technical Bid”.

The Original & Copy of the Bids should be clearly marked as Original and Copy, respectively.

All the three inner envelopes (Envelopes I & II clearly marked as ‘Original Technical Bid’ and Original Financial Bid’ and Envelope III – marked as Copy of the Technical Bid) shall be enclosed in an outer envelope and sealed.

2.16.3 The inner and outer envelopes shall

- a. Be addressed to the Authority at the address mentioned in sub clause 2.10.3 :
- b. Bear the following identification:
Technical and Financial Bid, as the case may be, for “Selection of Vendor for Providing Mobile based GPS Tracking System during upcoming General Election and Legislative Assembly Election 2019”.
- c. Indicate the name and address of the Bidder

2.16.4 If the outer envelope is not sealed and marked as above, the Authority will assume no responsibility for the misplacement or premature opening of the Bid.

2.17 Deadline for submission of Bids (Bid Due Date)

2.17.1 Bids must be received by the Authority at the address as mentioned in clause 2.10.3 on or before 08.03.2019 upto 1:00 PM (IST).

2.17.2 The Authority may, at his discretion, extend the deadline for submission of Bids by issuing an addendum in respect thereof.

2.17.3 In the event of specified date of Bid Due Date being declared a holiday for the Authority, the deadline for submission of Bid shall be the next working day.

2.18 Extension of Bid Due Date

2.18.1 The Authority may, at his discretion, extend the deadline for submission of Bids by issuing an addendum in respect thereof.

2.19 Late Bids

2.19.1 Any Bid received by the Authority after the Bid Due Date prescribed in Clause 1.3 will be returned unopened to the Bidder.

2.20 Withdrawal of Bids

2.20.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

E. Bid Opening and Evaluation

2.21 Opening of Technical Bid

2.21.1 The Authority will open the outer envelope of all the Bids received (except those received late) containing the sealed Technical Bid and the sealed Financial Bid and announce the names of (i) Bidders, and (ii) Bidders who have given notice for withdrawal of their Bids, in the presence of Bidders or their representatives who choose to attend on the date and time mentioned in the RFP. In the event of specified date of Bid opening being declared as a holiday for the Authority, the Technical Bid will be opened at the appointed time and location on the next working day.

2.21.2 Bids for which acceptable notice of withdrawal has been submitted pursuant to Clause 2.20 shall not be opened and shall be returned.

2.21.3 Envelopes marked Technical Bid of other Bidders shall then be opened. Bidder's names, the presence/or absence of Bid Security, the amount and validity of Bid Security furnished with each Bid and such other details, as the Authority may consider appropriate will be announced by the Authority at the opening.

2.21.4 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

The sealed envelope containing the Financial Bid shall not be opened at this stage.

2.22 Examination of Technical Bid and Determination of Responsiveness of the same

2.22.1 Prior to evaluation of Technical Bids, the Authority will determine whether the Bid is accompanied by the required Bid Security.

Request for Proposal

- 2.22.2 If the Bid Security furnished does not conform to the amount and validity period as specified in the RFP Document (Volume I) Clause 2.13, the Bid shall be rejected by the Authority as non-responsive.
- 2.22.3 The Technical Bid will further be examined to determine whether the Bid has been properly signed, meets the eligibility and qualification criteria, has the required available Capabilities as set out in this RFP, is accompanied by the requisite certificates, undertaking and other relevant information specified in this RFP Documents and is substantially responsive to the requirement of the Bidding Documents and provides any clarification for ascertaining the correctness of the information/details that the Authority may require pursuant to Clause 2.10.
- 2.22.4 If the Technical Bid is not substantially responsive, it will be rejected by the Authority and will not subsequently be made responsive by correction or modification or withdrawal of the non-conforming deviation or reservation.
- 2.22.5 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted Bidders, whose Technical Bid is found to be responsive and who are shortlisted based on qualification criteria as detailed out in clause 2.2, the date, time and place of opening of Financial Bid. in terms of Clause 3.3 for opening of their Financial Proposals. A date, time and venue will be notified to all Bidders for announcing the result of opening and evaluation of Financial Proposals. The Authority will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. In the event of the specified date being declared a holiday for the Authority, the Financial Bid will be opened at the appointed time and location on the next working day.
- 2.22.6 Bidders are advised that Selection Process will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given
- 2.22.7 Any information contained in the Proposal shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it.
- 2.22.8 The Financial Bids of those Bidders whose Technical Bids is determined to be non-responsive or not substantially responsive pursuant to terms hereof will not be opened.

2.23 Opening of Financial Bids

- 2.23.1 The Authority will open the envelope marked 'Financial Bid' of only those Bidders who's Technical Bids have been determined to be substantially responsive in accordance with Clause 2.22 and have been evaluated in terms of Section 3 of this RFP and determined to fulfill the qualification criteria as detailed out in clause 2.2 and 2.3, in presence of the Bidders or their representatives who choose to attend on the date intimated to such Bidders. In the event of specified date of Financial Bid opening being declared a holiday for The Authority, the 'Financial Bids' shall be opened at the appointed time and location on the next working day.
- 2.23.2 The names of the Bidders whose Technical Bid is found to be substantially responsive, the Bid Prices and such other details, as the Authority may consider appropriate will be announced at the opening of the Financial Bid. Any Bid Price,

which is not read out and recorded at the Bid opening, will not be taken into account in Bid Evaluation.

2.23.3 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

2.24 Examination of Financial Bids and Determination of Responsiveness of Financial Bid

2.24.1 Authority will determine responsiveness of each Financial Bid with respect to price quoted.

2.24.2 A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, Authority's rights or the Bidder's obligations under the Agreement; or (iii) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive financial Bids.

2.24.3 If the Financial Bid is not substantially responsive, it will be rejected by authority and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

2.25 Correction of Errors

2.25.1 Financial Bids determined to be substantially responsive will be checked by Authority for any arithmetic errors in the Financial Proposal. Arithmetic errors will be rectified on the following basis:-

- i) Where there is a discrepancy between the amounts quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy

2.25.2 The amount stated in the Financial Bid will be adjusted by authority in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected, and his Bid Security may be forfeited in accordance with Clause 2.13.

2.26 Evaluation and Comparison of Financial Bids

2.26.1 Authority will evaluate and compare only those Financial Bids which are determined to be substantially responsive in accordance with Clause 2.23 and 2.24.

2.26.2 In evaluating the Financial Bids, authority will determine for each Financial Bid the evaluated Bid Price by adjusting the Bid Price by making any correction for errors pursuant to Clause 2.25

2.26.3 The Price Bid will be evaluated on the basis of Section 3.

2.27 Clarification of Bids

2.27.1 To assist in the examination, evaluation and comparison of Bids, authority may, at its discretion, ask any Bidder for authentication and the correctness of the information/details furnished by him in his Bid. Such request by authority and the

response by Bidder shall be in writing or by cable/fax, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by authority in the evaluation of the Bids in accordance with Clause 2.25.

2.27.2 Subject to Sub Clause 2.28.1, no Bidders shall contact authority on any matter relating to his Bid from the time of Bid opening to the time contract is awarded.

2.27.3 Any effort by the Bidder to influence authority in the authority's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of his Bid.

2.28 Process to be Confidential

2.28.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.

F. Award of Contract

2.29 Negotiations

2.29.1 The Selected Bidder may, if necessary, be invited for negotiations

2.30 Not Used

2.31 Indemnity

2.32.1 The Agency shall, subject to the provisions of the Agreement, indemnify the Authority for an amount not exceeding 3 (three) times the value of the Agreement for any direct loss or damage that is caused due to any deficiency in services

2.32 Award Criteria

2.32.1 Subject to Clause 2.33, authority will award the Project to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the best Bid Price pursuant to Clause 2.26, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause 2.2 and 2.3;

2.32.2 In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the "**first round of bidding**"), the Authority may in its sole discretion, either annul the bidding process or invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Lowest Bidder (the "**second round of bidding**"). If in the second round of bidding, only one Bidder matches the Lowest Bidder, it shall be the Successful Bidder. If two or more Bidders match the said Lowest Bidder in the second round of bidding, then the Bidder whose Bid was lower as compared to other Bidder(s) in the first round of bidding shall be the Successful Bidder. For example, if the third and fifth lowest Bidders in the first round of bidding offer to match the said Lowest Bidder in

the second round of bidding, the said third lowest Bidder shall be the Successful Bidder.

2.32.3 In the event that no Bidder offers to match the Lowest Bidder in the second round of bidding as specified in Clause 2.32.2, the Authority may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except the Lowest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are lower than the Bid of the second lowest Bidder in the first round of bidding.

2.32.4 In the event that two or more Bidders quote the same Bid Price (the “Tie Bidders”), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend

2.33 Authority’s Right to accept any Bid and Reject any or all Bids

2.33.1 Notwithstanding anything contained in this RFP, Authority reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the authority’s action.

2.34 Letter of Intent

2.34.1 After selection, a Letter of Intent (the “**LOI**”) shall be issued, in duplicate, by the Authority to the Preferred Bidder and the Preferred Bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Preferred Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as loss and damage suffered by the Authority on account of failure of the Preferred Bidder to acknowledge the LOI, and the Authority may initiate the bidding process again for the other Qualified Bidders or may annul the bidding process and take steps to start a fresh bidding process.

2.34.2 After acknowledgement of the LOI as aforesaid by the Preferred Bidder, it shall cause the Selected Bidder to execute the Agreement within the period as prescribed in the LOI. The Preferred Bidder shall not be entitled to seek any deviation, modification or amendment in the Agreement.

2.35 Signing of Agreement

2.35.1 The Successful Bidder shall sign Agreement with the Authority within 30 days of issue of letter of Intent (LOI) by authority.

2.35.2 If the Selected Bidder fails to sign the Agreement with the Authority, his Bid Security shall be forfeited. In that event, the Authority may, subject to terms hereof, award the Project to the next successful bidder selected in accordance with clause 3.9 & 3.10 hereof.

2.36 Performance Security

- 2.36.1 Within 21 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Authority a Performance security of the amount as mentioned in clause 3.6 of Volume 2 in the forms given in Volume 2- Appendix: V by way of bank guarantee from any Scheduled Commercial Bank situated within territory of India having its branch at Ranchi.
- 2.36.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause 2.36.1 shall constitute grounds for cancellation of the award and forfeiture of the Bid Security.

2.37 Validity of the Agreement

- 2.37.1 The agreement shall be valid till the completion of the assignment commencing from the date of the execution of the agreement.

2.38 Commencement of assignment

- 2.38.1 The Agency shall commence the Services within 15 days of the date of the Signing of the Agreement or such other date as may be mutually agreed. If the Agency fails to either sign the Agreement as specified in Clause 2.35 or commence the assignment as specified herein, the Authority may invite the second lowest Bidder for negotiations. In such an event, the Bid Security of the Preferred Bidder (L1) shall be forfeited and appropriated in accordance with the provisions of Clause 2.13.5

2.39 Proprietary Data

- 2.39.1 Subject to the provisions of Clause 2.1.9, all documents and other information provided by the Authority or submitted by a Bidder to the Authority shall remain or become the property of the Authority. Bidders and the Agency, as the case may be, are to treat all information as strictly confidential. The Authority will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Agency to the Authority in relation to the Consultancy shall be the property of the Authority

SECTION 3: CRITERIA FOR BID EVALUATION OF BIDDERS

3.1 Qualification Criteria

The Bidder shall be required to fulfil the minimum technical qualification criteria as set out in terms of clause 2.2 and 2.3 for qualifying for further evaluation of its Bid in terms herein.

3.2 Evaluation parameters

Only those Bidders whose Bids are found responsive in terms hereof and meets the eligibility criteria specified in Clauses 2.2 and 2.3 above shall qualify for evaluation under this Section. Bids which do not meet these criteria shall be rejected.

3.3 Evaluation Methodology

- a) Evaluation of the Bids found responsive in terms of the Clause 3.2 above will be based on the process described in Clause(s) 2.21 to 2.27.
- b) The identification of the Preferred Bidder would be based on the Financial Bids of the technically qualified bidders.

3.4 Evaluation of Technical Proposals

In the first stage, the Technical Proposal will be evaluated on the basis of Bidder's experience technical capability and financial capability. Only those Bidders who possess the minimum qualification criteria in terms of clause 2.2 and 2.3 shall qualify for further consideration. The Bidders will be selected as per the eligibility criteria as per clause 2.2 and 2.3 on a pass/fail basis. Bidders who are evaluated as having "passed" the eligibility criteria shall qualify for opening of their financial proposal.

3.5 Evaluation of Financial Proposal

The Selected Bidder shall be the bidder who quotes the Lowest Fee, and then the Bidder quoting the lowest Fee to be paid by the Authority shall ordinarily be declared as the selected Bidder (the "**Selected Bidder**"). In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

3.6 Details of Experience

- a. The bidder should furnish the details and proof of eligible technical experience as required under this RFP Document.
- b. The bidder must provide the necessary information relating to Technical Capacity as per format at Appendix I, Form-VI and the necessary information relating to Financial Capacity as per format at Appendix I, Form -VII.

3.7 Financial Information for purposes of evaluation

The bid must be accompanied by the audited annual reports of the bidder for the last 3(three) financial years as stated in Clause 2.3

The Bidder must establish the Financial Capacity as specified in Clause 2.3.

SECTION 4: FRAUD AND CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Contract Agreement, the Authority may reject a Bid, withdraw the LOI, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security, as damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement, or otherwise.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOI or the Contract Agreement, or otherwise if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOI or the execution of the Contract Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be..
- 4.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOI or has dealt with matters concerning the Contract Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of Authority , shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of Authority in relation to any matter concerning the Project;
- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process ;

- (c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- (d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process or abstaining itself or any person from bidding as would have the effect of eliminating competition or a competitor.

SECTION 5: MISCELLANEOUS

- 5.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ranchi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 5.2 Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
 - (d) retain any information and/ or evidence submitted to Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 5.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases Authority , its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.
- 5.4 Words and Phrases not defined in this RFP shall have the meaning as specified in the Contract Agreement.

Appendix I-Form I: Letter Comprising the Bid

Ref.

Date:

**To,
Chief Electoral Officer
-Cum-Additional Chief Secretary, Jharkhand
Cabinet (Election) Department,
Sector-2, Dhurwa, Ranchi -834004
Website: - <http://www.jharkhand.gov.in/ceo>
Email- ceo_jharkhand@eci.gov.in
Phone:-0651-2444787/ 2444453/ 2440077
Fax:-0651-2441551/ 2441552
Computer Cell: 0651-2444783**

Subject: Selection of Vendor for Providing Mobile based GPS Tracking System during upcoming General Election and Legislative Assembly Election 2019

Dear Sir/ Madam,

Being duly authorized to represent and act on behalf of _____ (hereinafter referred as the "**Bidder**"), and having reviewed and fully understood all the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for undertaking the subject assignment.

We are enclosing our Bid, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

I/We confirm that the application is valid for a period of 120 days from the due date of submission of application and is unconditional.

I/We hereby also confirm the following:

1. The Proposal is being submitted by M/s _____[...] (*name of the Bidder*)-, in accordance with the conditions stipulated in the RFP.
2. I/We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by Authority (hereinafter referred as the "**Authority**") and in any subsequent communication sent by Authority.
3. I/We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Authority.
4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. I/We would be solely responsible for any errors or omissions in our Proposal.
5. I/We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Preferred Bidder.

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6. I/We certify that in the last three years, we have neither failed to perform under any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:
 - a. I/We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - b. I/We do not have any conflict of interest in accordance with the RFP document; and
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
8. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
9. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders
10. I/We further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/ employees.
13. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
14. In the event of me/us being declared as the Preferred Bidder, I/We agree to enter into a Contract Agreement in line with the requirement of the RFP document that has been provided to me prior to the Bid Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
15. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Contract Agreement, we shall have no claim, right or

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title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of Contract.

16. The Bid Variable has been quoted by me/ after taking into consideration all the terms and conditions stated in the RFP, Contract Agreement, our own estimates of costs and after a careful assessment of the identified locations of the proposed Centers and all the conditions that may affect the Bid.
17. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me or our Bid is not opened or rejected
18. I/We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 120 days from the Proposal Due Date.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP document.

Thanking You,
Yours Sincerely,

For and on behalf of: (name of the Bidder and the Company Seal)

Signature : (Authorised Representative & Signatory)

Name of the Person :

Designation :

Appendix I-Form II: Details of Bidder

1.
 - (a) Name:
 - (b) Registration Details of the Bidder:
 - (c) Country of incorporation:
 - (d) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (e) Date of incorporation and/ or commencement of business:
2. Brief description of the Bidder including details of its main lines of business:
 - i) Details of individual(s) who will serve as the point of contact/ communication for Authority :
 - (a) Name:
 - (b) Designation:
 - ii) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
3. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
 - (f) Email Address:

Appendix I-Form III: Statement of Legal Capacity

(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

To,
Chief Electoral Officer
-Cum-Additional Chief Secretary, Jharkhand
Cabinet (Election) Department,
Sector-2, Dhurwa, Ranchi -834004
Website: - <http://www.jharkhand.gov.in/ceo>
Email- ceo_jharkhand@eci.gov.in
Phone:-0651-2444787/ 2444453/ 2440077
Fax:-0651-2441551/ 2441552
Computer Cell: 0651-2444783

Subject: Selection of Vendor for Providing Mobile based GPS Tracking System during
upcoming General Election and Legislative Assembly Election 2019

Dear Sir,

I/We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

I/We have agreed that _____ (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

For and on behalf of

Authorized signatory

Appendix I-Form IV: Power of Attorney for signing the Bid

(To be provided on Rs. 100 Stamp Paper and Notarised)

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), _____ son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the "Selection of Vendor for Providing Mobile based GPS Tracking System during upcoming General Election and Legislative Assembly Election 2019." including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to Authority , representing us in all matters before Authority , signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering the Contract Agreement with Authority .

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF _____, 20**

For -----

(Signature)

(Name, Title and Address)

Witnesses:

1

2

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Notes:

 *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the authorized(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

 *Also, wherever required, the Bidder should submit for verification the extract of the*

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charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

-  *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

Appendix I-Form V: Litigation History

Appendix I-Form VI: Abstract of Eligible Assignments of the Bidder (Technical Capacity of the Bidder)

Refer Clause: 2.3

Sl. No.	Name of Project Work relevant for qualification under clause 2.3.1	Name of Client	Description of rendering similar services (Mobile based projects where the Mobile application is used for tracking the location of employees/users) for Election Commission of India or State Chief Electoral Office (CEO) or any Central/State Government Department during the last 03 financial years	Contract Duration	Year	Project Work Order/ Completion Certificates	Remarks (if any)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1*							
2							
3							
4							
5							

Note: The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Bidder.

Appendix I-Form VII: Financial Capacity of the Bidder

Refer Clause: 2.3

(In Rs. Crore)

S. No.	Applicant / Entity	Average Annual Turnover for preceding three Financial Years (Rs. In Cr)		
		2018-19	2017-18	2016-17
1.				

Certificate from the Statutory Auditor

This is to certify that(name of the Applicant) is having an Average Annual turnover of RsCrores (Rupees Crores only) for the last 3 Financial Years starting FY 2018-19 upto 2016-17.

Name of Authorized Signatory:

Designation:

Name of Entity:

(Signature of the Authorized Signatory)

Seal of the Entity

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date.
2. The financial statements shall include the following:
 - a. Bidder needs to fill the Average Annual Turnover for preceding three financial years.
 - b. be audited by a statutory auditor; Bidder to provide copy of the last 3 years Audited Financial Statement
 - c. be complete, including all notes to the financial statements; and
 - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted)

Appendix I-Form VIII: Checklist of Submissions

SI No	Enclosures to the Technical & Price Bid	Status (Submitted/Not Submitted)	Comments, if any
1	Covering Letter		
2	Details of Bidder		
3	Technical Capacity (Experience) of the bidder Copy of work order (confirming year and Area of activity should be attached) & complete client execution certificates of the order from the concerned client.		
4	Certificate of incorporation Registration Certificate/Partnership deed.		
5	Turnover (Financial Capacity) of the bidder Balance sheet clearing indicating the Year & Turn over details and CA Certificate certifying the Turnover details.		
6	Statement of Legal Capacity		
7	Power of Attorney for signing of Bid		
8	Information regarding litigation, debarment, arbitration, etc.		
9	Bid document along with addendum duly signed by Authorised signatory and stamped.		
10	A copy of the PAN and the GST Registration		
11	Bid Security		
12	Price Bid Letter and submissions in line with the RFP requirements		
13	Cost of RFP document		

Appendix II-Form I: Financial Proposal

Covering Letter

(On Bidder's letter head)

(Date and Reference)

To,

**Chief Electoral Officer
-Cum-Additional Chief Secretary, Jharkhand
Cabinet (Election) Department,
Sector-2, Dhurwa, Ranchi -834004
Website: - <http://www.jharkhand.gov.in/ceo>
Email- ceo_jharkhand@eci.gov.in
Phone:-0651-2444787/ 2444453/ 2440077
Fax:-0651-2441551/ 2441552
Computer Cell: 0651-2444783**

Subject: "Selection of Vendor for Providing Mobile based GPS Tracking System during upcoming General Election and Legislative Assembly Election 2019".

Dear Sir,

I/We, _____ (Bidder's name) herewith enclose the Financial Proposal for selection of my/our firm as Agency for above.

I/We agree that this offer shall remain valid for a period of 120 (One hundred and Twenty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours
faithfully,

(Signature, name and designation of the authorised signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP

Appendix II-Form II: Financial Proposal

Sl. No.	Parameter	Unit	Rate/ Unit/ Month	Expected Unit/ Users*		Total Amount	
				General	Assembly	General	Assembly
1.	For providing GPS based Mobile Tracking System	No		3000	3000		
Total Amount in Words _____							

Note:

1. The price quote will be excluding GST and the same shall be payable by the Authority on actual.
2. All payments shall be made in Indian Rupees and shall be subject to applicable Indian laws.
3. This Financial Bid has to be printed on the Letterhead of the Bidder and duly stamped and signed.
4. If there is discrepancy of amount mentioned in Figures and Words then the amount mentioned in words shall be considered as Final.
5. The Bidder shall submit the offer by filling up all the columns against each item. Bids with blank columns are liable for rejection.
6. Bidder should quote for all the items
7. The Payment will be made separately for General and Assembly Elections.
8. * The number mentioned for expected Unit/ Users is indicative and may vary at the time of execution.

(Signature, name and designation of the authorised signatory)

Appendix III-Scope of Services

I. Scope of Services:

As a broad scope the selected bidder will perform the following primary tasks-

- a. Providing Android Based Mobile Application for tracking of the user movements (Live Location Monitoring), Details of which will be provided by the Authority for about 10 days prior to the start of elections.
- b. GEO tagging/GEO Fencing of the users for particular pockets/area.
- c. Digitize any kind of paperwork on the field with digital forms.
- d. Provide User Manual, training and service support throughout the period of service.

The Application shall have the following features:

- 1) 24x7 track of authorized personnel of CEO/ DEO during General & Assembly Election.
- 2) View exact location of the user through their GPS enabled-mobile device.
- 3) The mobile application will have the feature of updating and report incidents along with the photographs. Application should allow users to captures Images with exact Latitude & Longitude.
- 4) Application should have Admin Console with Live View, Dashboards, adhoc reporting access.
- 5) Application should view breadcrumb trail of previous travel history of all the users.
- 6) Application should allow individual users to clock in, take break and lunches, clock out and submit timesheets.
- 7) Route Deviation/Excess Stoppage Alerts- In case of deviation of user from pre-defined routes or excess stoppage of user beyond specified time duration, alert should be given through SMS on about 4 to 5 relevant mobile nos or as suggested by the authority.
- 8) Providing support during uploading of Apps in the mobile of the Authorised persons/users.
- 9) The System should have the provision to add/ update the details of the Polling station(s) along with their GPS Coordinates.
- 10) The system should have provision of tagging the officers with the Polling station(s).
- 11) Real time report of the movement of the GPS enabled mobile applications on the map to the users based on their privileges. The bidder shall maintain a dynamic reporting system. The bidder is also required to provide following customized MIS report as per requirements of Cabinet Election Department, Jharkhand and the District Officers
 - a) Live location of the Users through open street map.
 - b) Detailed Activity reports
 - c) The trail of the route traversed by the mobile app user as and when required.
- 12) The mobile application will run in the Background unless until the user will not stop the application process.

13) The mobile application will have the functionality of sending the live locations to Admin Console in the Control room. The agency is required to provide Admin console rights to the authority with user id and password so that the authority can monitor the live location of the target in the state and all 24 district control room.

Note

- The space and infrastructure like Monitoring Displays and the Internet connectivity will be provided by the Cabinet Election Department, Jharkhand for the Operations of mobile application.
- The Master Data such as details of Polling station and other details will be entered/provided by the Cabinet Election Department, Jharkhand. Bidder has to provide the technical Support for using the system.