

**TENDER DOCUMENT FOR RATE CONTRACT FOR SCANNING OF IMAGES,
NAMING OF IMAGES AND PRINTING OF PHOTO ELECTORAL ROLLS
DURING ANNUAL REVISION OF ELECTORAL ROLLS IN TAMILNADU**

(Tender Notice No. 2 /2018)

Tender Document

Public (Elections-II) Department,
Secretariat, Fort St. George,
Chennai-600 009
Tamil Nadu

Important Notice

Applicability of Tamil Nadu Transparency in Tenders Act 1998

This Tender process will be governed by the Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time

In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000, the Act and Rules shall prevail.

Know Your Rights

1. All Tenders (Technical bid) will be opened only in the presence of the Bidders or their Representatives, on the appointed Day and Time
2. Commercial Bid opening will be done only in the presence of the Technically qualified Bidders or their representatives, on the appointed day and time
3. Vendors / Bidders are eligible for a vendor signed copy of the quoted Commercial Bid comparison statement on the spot.
4. Please insist on your Rights and avail the same.

Public (Elections-II) Department,
Secretariat, Fort St. George,
Chennai-600 009
Tamil Nadu

**Public (Elections-II) Department,
Secretariat, Fort St. George, Chennai-600 009**

Tender Notice No : 2 /2018

Dated : 09/10/2018

BRIEF DESCRIPTION OF WORK

Scanning of passport size photos of identified electors, resizing, numbering of images, storing of images for residual electors and those ordered to be included in electoral rolls during revision of electoral rolls, and laser printing multiple copies of Photo Electoral Rolls, in accordance with the instructions / guidelines of the Election Commission of India (ECI). The office of the Chief Electoral Officer (CEO) and Secretary, Public (Elections) Department proposes to finalize a rate contract with Companies / Organizations dealing with Information Technology (IT) and IT enabled services for carrying out the above activities.

The programmes will be implemented by the respective District Election Officers (DEOs) under the guidance of the CEO, Tamil Nadu in accordance with the instructions / guidelines of the Election Commission of India (ECI).

NOTE:

1. This tender document is not transferable.
2. The document contains 56 pages.
3. The Technical and Commercial bids should be signed on all pages by the authorized person representing the Agency participating in the tender, with seal.
4. The Technical and Commercial Bids shall be duly filled and submitted in original in **separate sealed (2 Covers system) envelopes.**
5. All information is to be written legibly. Wherever figures are furnished, the same is to be written in words also within brackets.
6. Separate sheets should be attached wherever necessary.

Chief Electoral Officer
Secretariat, Chennai-9, Tamil Nadu

For Contact

The Section Officer
Public (Elections-II) Department
Secretariat, Chennai – 9.

Telephone No.044-2566 5327.

Table of Contents

Sl.No.	Description	Pages
	Part – I Tender Details	
1.	Tender Notice	11-12
2.	Tender Schedule	13-14
3.	Tender Submission	15-16
4.	Project Outline	17-20
5.	General Terms and Conditions	21-27
6.	Payment Terms	28
7.	Form of Contract	29-35
	Part – II Technical Bid (Envelope-A)	37-45
	Part – III Commercial Bid (Envelope-B)	47-52
	Annexure – I	53
	Annexure – II	54-56

**TENDER DOCUMENT FOR SCANNING OF IMAGES, NAMING OF IMAGES
AND PRINTING OF PHOTO ROLLS DURING ANNUAL REVISION OF
ELECTORAL ROLLS IN TAMILNADU**

**PART- I
TENDER DETAILS
(Tender Notice No.2/2018)**

Public (Elections-II) Department,
Secretariat, Fort St. George,
Chennai-600 009
Tamil Nadu

TENDER NOTICE

(Tender No: 2/2018, Dated : 09/10/2018)

Sealed tenders are invited by the Chief Electoral Officer, Tamil Nadu from reputed organizations dealing with Information Technology (IT) and IT enabled services in India for rate contract for scanning of passport size photos of identified electors, their resizing, numbering and storing of images for residual electors and those ordered to be included in electoral rolls during revision of electoral rolls and laser printing of Photo Rolls, as per the Election Commission of India (ECI) guidelines. For this purpose, the districts in Tamil Nadu are divided into twenty (20) regions and Tenders are invited for individual regions. The Agency participating in the tender for a region shall execute all the activities in the region and will not be allowed to quote only for part of the work.

Pre Qualification Requirements - The bidders must fulfill all the following preconditions and must also submit documentary evidence for fulfilling these conditions while submitting the technical bid:

1. The bidder should have expertise in the Information Technology or Information Technology Enabled Services for at least 3 years as on 31.03.2018.

2. The bidder should have an annual turnover of at least Rs.15 lakhs (Rupees Fifteen Lakhs) in each year in the last three Financial Years i.e., 2015-2016, 2016-2017 and 2017-2018 per region bid for. For each additional region, the turnover should be an additional amount of Rs.15 lakhs (i.e., totally 30 lakhs).

3. (a) The bidder should have experience in handling IT/ IT enabled activities in the last three years (as on 31.03.2018) and executed them for a value of at least Rs.7 lakhs (Rupees Seven Lakhs only) in each year per region bid for. For each additional region, the minimum work executed will increase by Rs.7 lakhs.

(b) The bidder should have experience in scanning of photos, resizing, numbering and storing of images for a minimum quantity of 30,000 (Thirty thousand) numbers (persons) and laser printing of rolls and related works for a minimum value of Rs.1 lakh (Rupees One Lakh only) in the last 3 years (as on 31.03.2018).

4. The bidder should possess GST registration, on or before 1.1.2018.

5. The maximum number of regions for which a bidder can bid is two only.

6. If a bidder bids for more than one region, he should have proportionately higher turnover and minimum value of work executed by him in each year. That is, a bidder bidding for two regions should have an annual turnover for minimum Rs.30 lakhs and should have executed IT related activity for at least Rs.14 lakhs each year, and so on.

7. Bidders cannot bid for executing a part of the project in a region.

8. The bidder should have at least their regional / branch office in Tamil Nadu. The office should

have been in existence at least for the past three years.

9. Bidder should give also in descending order of preference the regions for which the bids are to be considered. If his bid capacity is found to be less than the number of regions for which he has bid then only that number of bids would be considered from the order of preference to which he is eligible to bid for. Also if he has bid for more than two regions, then, only top two bids from the priority list would be considered for evaluation.

The tender document may be downloaded from the website www.elections.tn.gov.in & www.tenders.tn.gov.in . Bidder may use the downloaded form for submission of their bids.

The sealed tenders will be received up to 3.00 P.M. on 09/11/2018 and opened on 09/11/2018 at 3.30 P.M. Each tender should be accompanied with an EMD amount of Rs.1,00,000/- (Rupees One Lakh only) per region bid for, by way of crossed DD or Banker's Cheque or irrevocable Bank guarantee (as per Annexure-II) for one year in favour of "Chief Electoral Officer and Secretary to Government, Public (Elections) Department" payable at Chennai.

Chief Electoral Officer,
Public (Ele.II) Department,
Secretariat, Fort St. George,
Chennai-600 009.

For further details on Tender documents, please contact:

Public (Elections-II) Department, Secretariat, Chennai - 600 009.

Phone: 044 -2566 5327

e-mail : sec2.pelecd@tn.gov.in

Websites: www.tenders.tn.gov.in & www.elections.tn.gov.in

2. TENDER SCHEDULE
PUBLIC (ELECTIONS) DEPARTMENT

1)	Tender Notice Number	2 / 2018
2)	Tender inviting Authority, Designation and Address	The Chief Electoral Officer and Secretary to Government, Public (Elections-II) Department, Secretariat, Chennai – 9. e-mail : sec2.pelecd@tn.gov.in Websites: www.tenders.tn.gov.in & www.elections.tn.gov.in
3)	A) Name of the work	Sealed tenders are invited for rate contract for scanning of passport size photos of identified electors, their resizing, numbering and storing of images for residual electors and those ordered to be included in electoral rolls during revision of electoral rolls and laser printing of Photo Rolls, as per the Election Commission of India (ECI) guidelines
	B) Place of execution	District Headquarters in all districts of the Regions, with the State being divided into 20 Regions
4)	Tender documents available place	Tender documents can be downloaded free of cost from www.elections.tn.gov.in and www.tenders.tn.gov.in
5)	Earnest Money Deposit (EMD)	Rs.1,00,000/- (Rupees One lakh only) per region, should be paid by way of Demand Draft in favor of “Chief Electoral Officer, Public (Elections) Department, Secretariat, Chennai-9 and payable at Chennai only.
6)	Tender submission	Two part Tender comprising of Technical Bid and Commercial Bid, which should be submitted Manually . Stage-1 - Technical Bid, Stage-2 - Commercial Bid opening. Tenders received after the due date and time will be summarily rejected.
7)	Date and time for opening of Tender for Technical Bid (Envelope-A)	3.30 P.M. on 09.11.2018
8)	Venue for opening the Technical Bid	Old Conference Hall, 2 nd Floor, Main Building, Secretariat, Chennai-9.
9)	Date of Pre-bid conference	11.30 A.M. on 23.10.2018
10)	Venue for Pre-bid conference	Old Conference Hall, 2 nd Floor, Main Building, Secretariat, Chennai-9.

11)	Date and time for opening of Tender for Commercial Bid (Envelope-B)	Will be intimated to those bidders who qualify in the Technical Bid
12)	Venue for opening the Commercial Bid	Old Conference Hall, 2 nd Floor, Main Building, Secretariat, Chennai-9.
13)	Address for all correspondence	Chief Electoral Officer, Public (Elections-II) Department, Secretariat, Fort St. George, Chennai-600 009, Tamil Nadu, India

Chief Electoral Officer,
Public (Ele.II) Department,
Secretariat, Fort St. George,
Chennai-600 009.

3. TENDER SUBMISSION

3.1. Contents of Tender Document

Part-I Tender Details (The bidder may retain the tender details for reference)

Part-II Technical Bid (The technical bid should be filled and submitted in original)

Part-III Commercial Bid (The commercial bid should be filled and submitted in original)

3.2. Preparation of Tender Cover

3.2.1. The Technical Bid as prescribed should be filled in original and should be sealed in a separate cover. The Technical Bid should be super scribed as Envelope-A - Technical Bid – Tender for scanning, processing and printing of Photo Rolls, Tender No.2/ 2018, Dated : 09/10/2018.

3.2.2. The Commercial Bid as prescribed should be filled in original and should be sealed in a separate cover. The Commercial Bid should be super scribed as Envelope-B - Commercial Bid – Tender for scanning of images, processing and printing of Photo Rolls, Tender No.2/2018 Dated : 09/10/2018. The bid should be unconditional and only in the form given in the tender document.

3.2.3. Both the Technical Bid and Commercial Bid should then be put in a single outer cover, sealed and super scribed as Bid Documents – Tender for capture of images, scanning, processing and printing of Photo Rolls, Tender No.2/2018, Dated : 09/10/2018.

3.2.4. The bidder should clearly write “From Address” on the tender covers, otherwise the tender is liable for rejection.

3.2.5. The bidder should super scribe on the top of the tender covers, otherwise the tender is liable for rejection.

3.3. Mode of Submission

3.3.1. The tenders shall be sent by registered post or dropped in the tender box kept at the office of CEO on or before the due date and time prescribed.

3.3.2. The bidders are requested to post the tender sufficiently in advance to ensure that the tender reaches this office in time.

3.3.3. The tenders received by post or otherwise, after the specified date and time will not be considered.

3.3.4. Tenders submitted in person should be dropped only in the tender box kept at the office of CEO and will not be received in person.

3.4. Earnest Money Deposit (EMD)

3.4.1. Each tender should be accompanied by an EMD of Rs.1,00,000 /- (Rupees One Lakh only) per region by way of crossed Demand Draft or Banker’s Cheque from any Bank in favour of “Chief Electoral Officer and Secretary to Government, Public (Elections) Department”, payable at Chennai. Any tender submitted without EMD in the approved form will be summarily rejected. If the

total EMD amount is less than the total number of regions bid for, then only that number of regions for which the bidder has given EMD would be considered, in the order of priority given by him.

3.4.2. The EMD of the unsuccessful Bidders will be returned after the finalization of the tender at the expense of such Bidders within a reasonable time, consistent with the rules and regulations in this behalf.

3.4.3. The EMD of successful bidder will be carried over as part of the Security Deposit payable by the bidder.

3.4.4. The above EMD amount held by "Chief Electoral Officer and Secretary to Government, Public (Elections) Department" till it is returned, will not earn any interest thereof.

3.5. Check list of Bid Documents

[The checklist will help the bidders to enclose all the relevant documents while submitting the tender.]

3.5.1. Technical Bid

- a) The technical bid should be filled and signed with seal in the prescribed format only.
- b) The required EMD should be enclosed.
- c) The bidder should enclose the Registration Certificate for Goods and Services Tax (GST) (Registered on or before 1.1.2018) and also submit GSTR-3b for the last 6 months (from January 2018 to June 2018).
- d) The bidder should enclose proof of existence in business for three years like Certificate of incorporation, Audited Balance sheet, Proprietorship, Partnership deed etc.
- e) The bidder should enclose proof of turnover by way of Audited Balance sheet, Auditor's certificate etc.
- f) The bidder should enclose proof of financial resources like letter of credit worthiness from Bank and Bank facilities available.
- g) The bidder should enclose proof of successful completion of work of scanning of photos, indexing, resizing and storing of images. Ration Cards or Driving License or any other similar Photo Identity cards for any Government / PSU / Local Body).
- h) The bidder should enclose details of the equipment possessed by him, for the work to be taken up.
- i) The bidder should enclose details of the manpower including IT professionals currently under it, in various projects and those who will be committed for the project covered by this tender.
- j) The bidder should enclose documentary proof including Electricity bills for existence of Branch / Regional office in Tamilnadu for at least two years.

3.5.2. Commercial Bid

The commercial bid should be filled and signed with seal in the prescribed formats only.

4. Project Outline

Introduction - The Election Commission of India has been striving to improve the fidelity of Electoral Rolls and to evolve methods to eradicate bogus voting. The Election Commission of India has directed the identification of electors on the poll day by means of Electors Photo Identity Cards (EPICs) in order to prevent impersonation and towards that end, has directed the implementation of the scheme of issue of Electors Photo Identity Cards (EPICs) to all electors as per the Electoral Rolls. As a further improvement, the Commission has embarked upon a new initiative of putting photographs in the Electoral Rolls and thereby print and use photo electoral rolls so as to achieve the purpose of identification of the electors at the polling booths.

Accordingly, the preparation of Electors Photo Identity Cards and the generation of Photo Electoral Rolls, as per the Election Commission of India (ECI) guidelines, were taken up during 2006-07. Earlier, three phases of the EPIC production program were conducted in the State starting from the year 1996. The fourth phase was taken up during February-April 2006. In view of the major advances in the technology in the recent years, the Election Commission of India, in its letter No.23/1/2013-ERS, dated: 05.02.2013, had issued directions for specification of Electors Photo Identity Card (Black & White) which was changed to Polyvinyl Chloride Electors Photo Identity Card (PVC EPIC) with colour printing for the new electors and replacement EPICs. Based on the direction, this State switched over to PVC EPIC from 2015, through the tender process. The security features like Guilloche design and National Emblem seen in the ultra violet light and other features are as per the specifications fixed by the Election Commission of India. The photographs of the elector on new cards should be in sharp focus, of high quality, having natural skin tones and clearly recognizable features. Presently the image coverage is 100% and the percentage of EPIC issued is 100%. The electorate size, as on 2018, is around 5.82 crores and the percentage of images available (in relation to electors) is 100% in the State.

4.1.1. Photo Electoral Rolls - Using the images available / obtained, photo electoral rolls will be generated. This will involve resizing of images, their linking (by DEO's office) with the electoral rolls, printing of verification rolls (Check Lists), Printing of BLO Register & List of Polling Stations, corrections to data base (if any on the basis of field verification), PDF creation, and laser printing multiple copies of photo rolls for draft publication and then final publication. The photo rolls for a district will be done centrally at the district headquarters in the premises allotted by the respective District Election Officers.

The activities involved and the Organization on whom responsibility devolves may be seen at a glance in the table below:-

Sl. No.	Activity	Organization responsible
a.	Scanning / Resizing of Images	Agency

b.	Numbering Region 3	Agency
c.	Delivery of CD / DVD / Pen drive containing Images scanned & numbered to DEO's Office	Agency
d.	Linking of Images with electoral rolls database	DEO's Office
e.	Creation of PDF for photo rolls	DEO's Office
f.	Printing of Rolls	Agency

The first copy of the photo rolls will be printed (2 copies of list in Tamil & English) for verification (Check List). Immediately after generation, the images will have to be checked for age and gender as a table exercise by the Agency. The printed photo rolls will be given to the verification/ identification officials (appointed by the DEOs), who will visit the households, verify the images, and note down the corrections. If necessary, this step may have to be repeated on the instructions of the CEO / DEOs. Wrong images of electors have to be captured again. On completion of this field verification process and the database correction, linking correct images with electors will be performed by the Agency. After the correction, the draft photo rolls will be laser printed for publication. The defective photo rolls will have to be printed again by the Agency without any additional cost.

Software for Photo Rolls - Application software developed by the State Level Agency (Programmers of the respective districts) will be given to the successful bidders for the generation of the photo electoral rolls in the form of PDFs.

4.1.2. Regions - The scanning of passport size photos, indexing, numbering of images, resizing, and storing of images for residual electors and those newly enrolled in the process of annual revision or as part of continuous revision of rolls and printing of photo electoral rolls shall be taken up by the Agencies AC / district wise within the Region. The Regions and the districts in each Regions are listed below:-

Table - Regions and districts

Region	Districts	No. of ACs
Region 1	North Chennai Comprising ACs (Royapuram, Radhakrishnan Nagar, Harbour, Kolathur, TVK Nagar, Anna Nagar, Villiwakkam, Perambur	8
Region 2	South Chennai Comprising ACs Chepauk –Triplicane, Mylapore, Thousand Lights, T.Nagar, Virugambakkam, Saidapet, Velachery, Egmore	8
Region 3	Tiruvallur	10

Region 4	Kancheepuram	11
Region 5	Vellore	13
Region 6	Villupuram	11
Region 7	Tiruvannamalai	8
	Ariyalur	2
	Perambalur	2
Region 8	Tiruchirappalli	9
	Pudukkottai	6
Region 9	Nagapattinam	6
	Cuddalore	9
Region 10	Thanjavur	8
	Tiruvarur	4
Region 11	Salem	11
Region 12	Dharmapuri	5
	Krishnagiri	6
Region 13	Erode	8
	Namakkal	6
Region 14	Tiruppur	8
	Karur	4
Region 15	Coimbatore	10
	The Nilgiris	3
Region 16	Dindigul	7
	Theni	4
Region 17	Madurai	10
	Sivaganga	4
Region 18	Ramanathapuram	4
	Virudhunagar	7
Region 19	Tirunelveli	10
Region 20	Kanniyakumari	6
	Thoothukudi	6
	Total	234

[Annexure-I may also be seen]

The rates will be fixed for each activity on district basis. All the bidders have to quote the rates for all the activities, C1 to C3 listed in Annexure-II, in the commercial bid district-wise in the Region(s) in which they are interested in taking up the work.

After finalization of the rate contract, the CEO reserves the right to allot the work any time during persistence of the contract for the entire Region to one of the successful Agencies or to allot the work in a Region or even a district to more than one Agency by dividing the area in terms of districts/ ACs

taking into account the need to cover all the left out electors in a reasonable period of time and perception of the risk involved in depending on a single Agency for covering the entire district/ Region or to reallocate the work for any area at any stage to some other selected Agency/ Agencies for the Region depending upon performance. The decision in this regard of the CEO will be final and will not be liable to be questioned on any ground.

[Note: It will not be within the Agency's discretion to choose only a particular activity or district or districts within a Region for taking up the work. The Agency will, therefore, have to quote the rates for all activities for all districts in that Region.]

The Agency(s) may be required to cover the entire area allotted in the AC / District / Region simultaneously so as to enable the coverage to be completed within the scheduled period.

4.1.3. Quality Management - The newly selected Agencies may be required to undertake on a pilot basis, using the standard software and typical set of equipment proposed to be deployed by them, the scanning of photos and their further processing and production of photo rolls in one or more Parts or Assembly Constituencies in the allotted region(s) and only subject to satisfactory performance in the pilot project, the remaining areas will be allowed to be taken up. The samples should be kept at the District level and formal acceptance of quality obtained from the DEO.

4.1.4. Specifications for Photo Electoral Rolls - The photo electoral rolls will have a minimum of 30 entries per page. The size of the photograph will be of 1.5 cm X 2.0 cm with all other details as in the existing roll (old / new house number, electors' name, relations name (father / husband's name etc.), relation type, sex, age, etc. as per format specified and approved by the Election Commission of India. The image should have a minimum resolution of 320 X 240 pixels (this should keep the aspect ratio intact). However, if any change is ordered by the Election Commission of India or office of Chief Electoral Officer in their specifications during the contract period, then the successful bidder will have to carry out the work under the new specifications at the same rate.

4.2. Period of Contract - The period of rate contract will be 3 years from the date of signing contract agreement with the Chief Electoral Officer.

4.2.1. Increase the period of contract for further 9 months beyond 3 years as per the provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time, which the bidder would be bound to accept as per the existing rate.

5. General Terms and Conditions

The Terms and Conditions for selection of Agencies for scanning of images, processing and printing of Photo Rolls in Tamil Nadu are as follows:-

5.1. The tender documents are not transferable.

5.2. Details to be furnished

5.2.1. All particulars must be furnished as asked for in the prescribed technical and commercial bid.

5.2.2. The rate should be clearly indicated both in words and figures for each activity listed in Annexure-I. Whenever there is a discrepancy between words and figures, lower of the two shall apply.

5.2.3. The bidder should attest with full signature, if there is any scoring or overwriting or correction.

5.2.4. The bidder should indicate rate per unit irrespective of the turnout or the volume involved and any differential price quoted linked to the volume will not be considered. If such a differential rate is quoted, then the lowest amount quoted would be taken for the bid purposes and would be the value deemed to be bid by the bidder. The bidder shall have no right to claim any compensation if the turnout or volume is low.

5.2.5. Special Information as required in the technical bid must be furnished; else the bid is liable to be rejected.

5.2.6. The bidder has to submit the undertaking in the prescribed format in the technical bid that he accepts all the technical and commercial tender conditions and shall abide by the same fully.

5.3. Clarification of doubts

- A. Prospective Bidder requiring any clarification in the Tender may notify CEO by letter or by e-mail to sec2.pelecd@tn.gov.in. We encourage paper free e-mail communication.
- B. The responses to the clarifications will be notified in the websites by means of Corrigendum to the Tender Document.
- C. Amendments to the Tender
 - a) Before closing of the Tender, clarifications and amendments, if any, will be notified in the websites mentioned earlier. The Bidders should periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. Public (Elections) Department will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
 - b) No clarifications would be offered by CEO within 48 hours prior to the due date and time for opening of the Tender.
 - c) Before the closing of the Tender, CEO may amend the Tender document as per requirements or wherever feel such amendments are absolutely necessary.

- d) Amendments may also be given in response to the queries by the prospective Bidders.
- e) Such amendments will be notified in the websites mentioned in the tender scheduled
- f) CEO at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- g) CEO is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders' failure to update the Bid documents on changes announced through the website.

5.4. The Tender Accepting Authority

The Chief Electoral Officer is the Tender Accepting Authority for this tender. The Tender Accepting Authority reserves the right to:

- 5.4.1. Reject any or all the tenders without assigning any reason thereof.
- 5.4.2. Revise or amend specifications, before the last day of submission of bid.
- 5.4.3. Relax, waive or modify any of the conditions stipulated in the specification wherever deemed necessary.
- 5.4.4. If any changes in conditions are made, they shall be made at least 48 hours before the last date and time of submission of bids, and shall be posted on the website of the CEO's office. In no case individual communication would be sent to the potential bidder regarding such changes and it would be the bidder's responsibility to visit the website and take note of changes, if any,

5.5. Opening of Tender

5.5.1. The Tender Evaluation Committee formed by the Chief Electoral Officer will open the tender received up to due date and time on his behalf in the presence of those bidders or their representatives with a letter of authority who prefer to attend the tender opening. Tenders received late will not be opened.

5.5.2. The Technical bid will be evaluated and the list of technically qualified bidders will be prepared by the Tender Evaluation Committee

5.5.3. The technically qualified bidders alone will be informed of the date of opening of the Commercial Bid. The Commercial bids of technically qualified bidders alone will be opened and evaluated.

5.5.4. The decision of the Tender Accepting Authority will be final in this regard.

5.6. Tender Evaluation

5.6.1. Envelope-A shall contain only the Technical Bid with the required EMD.

5.6.2. If the bidder quotes for more than one region, EMD has to be furnished for the corresponding number of regions for which the Agency is bidding.

5.6.3. On opening of the Technical bid (Envelope-A), if the required EMD is not enclosed, the tender will be rejected. However, if part EMD has been given in case he has bid for more than one region, then the bid would be considered only for that number of regions for which the EMD has been given fully. The number of regions would be selected from top on the order of priority given by the bidder with the technical bid. However, a maximum of 2 regions can be bid by the bidder and any larger no. of bids would be curtailed to 2, subject to being eligible otherwise.

5.6.4. The Technical bid will be evaluated if the required EMD has been enclosed and the list of technically qualified bidders will be prepared by the Tender Committee.

5.6.5. Apart from the preconditions, in addition to price (as explained in Annexure-I) the following will also be taken in to account for evaluation purposes.

- a) The facilities available in Tamil Nadu for the Agency for carrying out the work. The bidder shall furnish all the relevant particulars of the existing facilities and trained manpower for such operation.
- b) Past performance in execution of IT / IT enabled projects of similar kind which may be assessed on certification of satisfactory completion from the concerned authorities.
- c) The Agency should not have been blacklisted or should not be insolvent.

5.6.6. Envelope-B shall contain only the Commercial Bid. The technically qualified bidders alone will be informed of the date and time of opening of the Commercial Bid.

5.6.7. The Commercial bids of technically qualified bidders alone will be opened and evaluated as follows:

(i) At first instance only those number of bids of the tenderer would be taken for consideration, for which he is eligible to bid, subject to maximum of 2 regions. If he has bid for more number of regions for which he is eligible or for more than 2 regions, then only the eligible no. of bids, subject to maximum of 2, would be considered from the top of his priority list. Other bids given by him would no longer be considered and would be deemed to have not been bid.

(ii) The bid value C for a bidder for the regions would be calculated as follows:

First, for each district the district bid value would be calculated as follows:

$$\text{District bid value } D = 0.05 \times C1 + 0.10 \times C2 + 0.15 \times C3a + 0.70 \times C3b$$

After calculating the bid value of each district, the bid value of the region would be calculated as per the weighted average of all districts. The weight would be the no. of constituencies in each district. An illustration is as follows:

If a bidder has bid for Region 8 consisting of 2 districts (Tiruchirappalli: 9 Constituencies, Pudukkottai: 6 Constituencies) and if the bidder has given separate bid for the two districts, then first the bid value for all the 2 districts (D1 for Tiruchirappalli and D2 for Pudukkottai and) would be calculated. After that the bid value for the region would be calculated as follows:

Region bid value C = 6 x D1 + 9x D2

6 + 9

(Where 6 and 9 are the weights assigned based on the no. of constituencies in each district)

(iii) After calculating the bid value for each bidder in a region, then all the bid values would be arranged in an ascending order. The lowest bid value, thus calculated would be the L1 bid.

5.6.8. The provisions of the Tamil Nadu Transparency in Tenders Act, 1998 and amended in Rules 2000 framed therein / under will be applicable. If necessary the premises of the bidder may be inspected as part of evaluation.

5.7. Acceptance / Withdrawal

5.7.1. The final acceptance of the tender would be entirely vested with the Tender Accepting Authority (Chief Electoral Officer, Tamil Nadu) who reserves the right to accept or reject any tender, without assigning any reason whatsoever. There is no obligation on the part of the Public (Elections-II) Department to communicate in any way with the rejected Bidders.

5.7.2. After acceptance of the tender by the Tender Accepting Authority, the Bidder shall have no right to withdraw the tender or claim a higher rate for any activity.

5.7.3. Tender with incomplete information is liable for rejection.

5.7.4. For each category of pre-qualification criteria, documentary evidence is to be produced duly attested by the Agency, serially numbered and enclosed with the technical bid. If the documentary proof is not enclosed for any / all criteria, the tender is liable for rejection.

5.7.5. The Agency should possess minimum infrastructure (equipments, skilled manpower including computer professionals) to take up the work for which evidence should be furnished in the Technical Bid.

5.7.6. If any information given by the bidder is found to be false/ fictitious, action will be initiated, apart from the tender being rejected, to debar the tenderer from participating in future tenders. Not only the tenderer, all principals (owners and top management) of the bidder shall be debarred from participating in tender even though other corporate entities.

5.7.7. The rate quoted by the bidder must be comprehensive including all the components mentioned in the tender.

5.7.8. The Tender Accepting Authority reserves the right to negotiate for further reduction of rates and to arrive at a common rate for each activity, district-wise within each Region, so as to enable the DEOs to entrust the work in their district to any one or more of the Agencies agreeing for that rate for the district. If the successive bidder is not willing to reduce the amount, the tender accepting authority (i.e., CEO) reserves the right to cancel the tender for those regions. Subsequently Re-tender may be called for in this regard. [For the area allotted to any Agency for the work, that Agency shall have to take up all activities in that area.]

5.8. Validity of the Tender

5.8.1. The tender will be kept valid for acceptance for a period of 180 days from the date of opening. Tenders with the reduced period of validity will be liable for rejection.

5.9. Submission of Certificates

5.9.1. The bidder should enclose the Registration Certificate for Goods and Services Tax (GST) (Registered on or before 1.1.2018) and also enclose GSTR-3b for the last 6 months (from January 2018 to June 2018). The Chief Electoral Officer reserves the right to reject such tenders received without certificates.

5.10. Forfeiture of Earnest Money Deposit

Furnishing incorrect or false information may result in forfeiture of EMD in full or part at the discretion of the Chief Electoral Officer in addition to rejection of tender.

5.11. Security Deposit

5.11.1. The successful Bidder will be required to remit Security Deposit equivalent to 2% of the total accepted tender value inclusive of EMD within seven days from the date of intimation, in the form of Demand Draft. For calculation of security deposit, the total volume of works to be counted per year would be taken as Rs.6 lakhs per constituency. So for a region, the total no. of constituencies would be multiplied by Rs.6 lakhs, and 2% would be calculated of this amount.

5.11.2. If the successful bidder fails to remit the Security Deposit, then, the EMD remitted by him will be forfeited by Public (Elections) Department and his bid will be held void.

5.11.3. The successful bidder should sign an agreement only on fulfillment of the above condition.

5.11.4. The Security Deposit furnished by the successful Bidder in respect of his tender will be returned to him at the end of the contract period, subject to the satisfaction of Public (Elections) Department.

5.11.5. The Security Deposit till it is returned will not bear any interest.

5.12. Forfeiture of Security Deposit

If the successful bidder fails to sign the contract or after signing the contract, fails to perform any contractual obligation, his Security Deposit mentioned above will be forfeited by the Public (Elections II) Department.

5.13. Agreement

5.13.1. The successful Bidder(s) shall execute an agreement for the fulfillment of the contract on Rs.20/- non-judicial stamp paper in the format in Part 7 of the tender document with such modification as may be required by the Public (Elections) Department at the time of execution, within seven days from the date of acceptance of the tender.

5.13.2. The incidental expenses of execution of agreement shall be borne by the successful Bidder(s)

5.13.3. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the Public (Elections) Department and recovery of any consequential losses from the Agency.

5.14. Assigning of tender in whole or part

The Agency should not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. No **under-letting or sub-letting** to any persons or body corporate for the execution of the contract or any other part thereof is permitted, without the prior written consent of Public (Elections II) Department.

5.15. Penalty and Termination for Non-fulfillment of contract

5.15.1. Penalty will be leviable at the rate of 1% per week of delay or part thereof for the first 4 weeks and up to 10% delay or part thereof thereafter, on the total contract value for the particular activity/ activities if the activity/ activities is/ are not completed according to the time schedule specified any work assigned to the successful bidder as per the contract/ agreement subject to force majeure conditions. This may be recovered by deduction from payments due to the Agency or otherwise. The penalty will be without prejudice to action under clause 5.15.2.

5.15.2. During inspection or on review of progress by the CEO / DEO or on a report / complaint from subordinate staff or others, if it is found that

(a) The Agency does not possess adequate facilities and has not provided the necessary infrastructure (equipment, manpower etc.) or there is delay in deployment to execute the work within the stipulated period or if the equipments deployed are of inferior quality and manpower inadequate or not well trained/ skilled to produce quality output as per the tender specifications,

(b) If the work is not executed as per specifications,

(c) If any wrong claim/bogus claim is preferred for payment for scanning or printing of rolls or any other activity,

(d) If there is failure to comply with or there is a breach of any of the terms and conditions set out in the guidelines/ specifications of the Election Commission or the CEO issued from time to time,

(f) If there is fails to print the required number of Photo Electoral Rolls by laser printing.

The Department reserves the right, without prejudice to the action for imposition of penalty set out in the previous clause, to take such measures as are considered necessary to ensure that the programme is not affected and recover the additional cost/ liability from the Agency as per the Government norms. The measures may include forfeiture of Security Deposit and termination of the entire or part of the unfinished work. In such an event, the Agency will not be entitled to any payment or compensation and damages for the work done. Besides, such performance may entail action for blacklisting of the Agency, not only for election related work but also for all Government works.

5.16. Force Majeure

Neither the Department nor the Agency shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:

a) Natural phenomena including but not limited to earthquakes, floods and epidemics.

b) Acts of any Government authority, domestic or foreign, including but not limited to war declared or undeclared.

c) Accidents or disruptions including but not limited to fire and explosions.

5.17. Jurisdiction for Legal Proceedings

Any suit or proceedings in this regard shall be instituted in a Court in Tamil Nadu only and no other court outside shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such Courts.

6. PAYMENT TERMS

The Agency has to execute the project in the area allotted to them to the satisfaction of the Tender Accepting Authority and conforming to the standards prescribed by the Election Commission of India as mentioned in this bid document. The payments will be made by the DEOs as per the following schedule after verification of the claim as per the guidelines prescribed by ECI / CEO's Office.

1. No advance payment will be made.
2. All the bidders have to quote the rates for all the activities C1 to C3 in the commercial bid district-wise in the Region(s) in which they are interested in taking up the work.
 - a) 100% payment will be made by the DEO concerned on completion of work of printing of Electoral Roll printing and on submission of proof of delivery by the Successful Bidder duly certified by the concern Electoral Registration Officers.
 - b) Bills will be honoured after submission along with all supporting documents in complete shape.
 - c) Penalty amount(s) if any, will be adjusted in the payment due to the Successful Bidder.
 - d) All taxes and other levies imposed by Governments in India will be paid at actual as applicable.
3. The time limit for finalizing the work would be given by the respective CEO / DEO / ERO while allotting the work.

7. FORM OF CONTRACT

(To be executed by the Bidders who have been awarded the contract)

This Contract entered into this day of at Chennai between the Chief Electoral Officer and Secretary, Public (Elections) Department, Secretariat, Chennai-9, (herein referred as the **Department** - which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the First part and the service provider hereinafter referred to as '**The Agency**' (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the second part.

2. Whereas the Public (Elections) Department / CEO's Office invited tenders for rate contract for scanning of passport size photos of identified electors, resizing, numbering of images and storing of images and for residual electors and those ordered to be included in electoral rolls during revision of electoral rolls, and printing of Photo Rolls, in accordance with the guidelines and instructions of the Election Commission of India

Whereas the Department and the Agency, in pursuance thereof, have arrived at the following terms and conditions:

1. **Period of Contract** - This Contract shall remain in force during the Contract period of three years commencing from the date of the signing of this Contract. But in the event of any breach of terms and conditions of the contract at any time on the part of the Agency, the Contract shall be terminable by the Department without any compensation to the Agency and also at the risk and cost of the Agency.

2. **Conformity to Instructions / Guidelines and Schedule**

2.1. The Agency agrees to carry out the activities of scanning of photos, resizing, numbering, indexing and storing of images, and printing of photo rolls, in accordance with the guidelines / instructions and the schedule laid down by the Election Commission of India (ECI) within the period communicated by the CEO / DEOs.

2.2. The period is liable to be shortened or extended by the CEO / DEOs according to the monsoon and climatic conditions or other exigencies and the Agency shall adhere to the schedule strictly.

3. **Place of Operations, Locations for coverage and Timing**

3.1. The Agency shall be required to operate from the premises authorized by the DEOs only.

4. **Rates, Advance Payment and Security Deposit, etc.**

4.1. The Agency shall carry out the activities of scanning of photos, resizing, numbering, indexing and storing of images, and printing of photo rolls at the rates settled for the different activities for the Regions as set out in the annexure to this contract which will form the part of this Contract. These rates are firm and are not subject to enhancement on any ground, during the contract period. The Agency shall not claim in any manner increased payment either on account of increase in the cost of materials or labor or any other account during the said period.

4.2. The rate for the contract as detailed in this contract includes Goods and Services Taxes (GST), Freight, Octroi, Insurance, Installation, Transportation and Commissioning Charges and such other levies that may be applicable from time to time.

4.3. The Agency shall organize a separate working capital for this project.

4.4. No advance payment will be made to the Agency.

4.5. The Agency shall remit a Security Deposit equivalent to 2 (Two) percent of the value of the project under contract to the Department. The Security Deposit furnished by the Agency shall be returned on termination of contract period subject to the specification of the Client.

5. Equipments

5.1. The equipments and accessories deployed / used by the Agency shall comply with specifications given in the tender document. The Agency shall maintain the equipments in good condition throughout the duration of the work irrespective of the fact whether these have been manufactured by the Agency or not.

5.2. The maintenance, service, replacement, reloading of the system, minor repairs or major replacement etc. shall be the responsibility of the Agency.

5.3. The Agency shall insure at their own cost against any risk like fire, theft, etc. to the Computer Systems, peripherals and other available infrastructure of the Agency at any location for scanning of photos and production of photo rolls and shall take an All Risk Policy from Insurance Company.

5.4. The Agency should not use the computer facility of the DEOs for other purposes.

5.5. The Agency should have an at least 5 computers and one printer in their corporate office situated in the State (selected region) of Tamil Nadu.

6. Manpower

6.1. The bio-data of all the persons employed by the Agency shall be made available to the respective DEO(s) for reference.

6.2. The Agency shall furnish to the CEO and the DEOs concerned specifically the details including their qualification and experience of the senior level officers entrusted with the management of the project and for interaction with the CEO's office / DEOs for policy and operational decisions.

6.3. All statutory obligations / liabilities like Salary, ESI, P.F., etc., as per Labour Laws for the manpower employed for this contract will be the responsibility of the Agency. Public (Elections II) Department is no way is responsible for the same and Public (Elections II) Department will not be construed as an employer directly or indirectly. The particulars asked for in this connection are purely for reference only.

6.4. The manpower employed by the Agency will have no right in any manner to claim any benefits / rights with the Department.

6.5. Boarding, lodging, incidental expenses, medical expenses, etc for the Agency's manpower shall be borne by the Agency.

6.6. The Agency shall extend Group Insurance to all the persons of the Agency working in the field. Public (Elections) Department will not be liable for any risks including riots, theft, damage due to law and order, floods, accidents, etc under any circumstances.

6.7. The officers, supervisors and operators engaged by the Agency shall get trained in the overall management of the field operations and implementation.

6.8. The manpower appointed by the Agency should report to the Officials concerned as authorized by the CEO / DEOs about their attendance leave and report other matters connected with the work.

6.9. The manpower shall not be changed / transferred without the knowledge of the Department except in circumstances beyond the control of the Agency. The replacements should be provided immediately in case of any change or transfer.

6.10. The Vendor shall ensure that the behavior of all the officers and staff is decent and courteous at all times. The persons reported for any indecent behavior must be immediately replaced.

7. Information System - The Agency shall maintain the image file numbers of the photographs taken in a register and submit regularly to the DEOs periodical reports on number of images captured and photos scanned.

8. Deliverables and Return of Software and Data

8.1. The goods or materials as contained in the tender document shall be supplied by the Agency in such quantities or numbers and at the place as may be specified by the CEO / DEOs without any extra cost.

8.2. The Agency agrees that all goods or materials to be supplied under this contract shall be of the quality and sort specified in the tender document. The scanned photos and the photo rolls generated and printed shall be of good quality and the information contained shall be legible.

8.3. The guarantee will cover all the materials and goods supplied by the Agency under this contract irrespective of the fact whether these have been manufactured by the Agency or not. If there is any defect in any item, the same will be rectified or replaced free of cost by the Agency.

8.4. Defect free Photo rolls shall be delivered under proper acknowledgement. This will be certified by Electoral Registration Officers (EROs) in the prescribed format for submitting claims by the Agency.

8.5. The data backup shall be delivered in high quality CD-ROMs as specified in the scope of the work.

8.6. Database of images / PDF data shall be submitted in the directory hierarchy specified by ECI on CD - ROMs which are burnt in a single session and which are closed so that they cannot be written again. They should be in a format that is readable by ordinary CD readers, i.e., the format

should be as per ISO 9660 specifications. The Agency should submit the image data in the directory hierarchy specified on CD. Three identical back-up copies of the image files should be taken on CDs from the hard-disk. The last character of the label shall be S in the first copy, D in the second and C in the third, representing respectively the CEO Copy, DEO Copy and Computer Unit Copy. The CD-ROMs shall be assigned the internal label with a composite identification number as given in the database. The internal label (recorded on the optical media) assigned to the CD should be a composite identification number. This will consist of the two alpha character code for the State followed by the three digit Assembly Constituency number followed by a hyphen (dash), and a running three digit serial number, followed again by a single character denoting the copy. The last character should be S or D or C, standing for State CEO, DEO copy and Computer Unit respectively. The total length of the composite number will be 10 characters. The option to enter a labels is given at the CD-R is formatted by the Re-writer preparatory to being written. The same number should also be written using a permanent marker on the title sticker on the CD and also on the plastic front of the jewel box. For convenience, the Assembly Constituency Name may also be written on the title of the CD and Jewel Box.

The CDs submitted by the Agency should have the Agency's Code Number and Campaign ID marked on them by the Agency. While making the back-up copies, not more than 580 MB of data should be stored in a single CD even though it has a slightly higher rated capacity.

8.7. Photo Rolls software issued by the CEO's office / SLA and the original Data CD given for production of Photo rolls shall be returned immediately after use.

8.8. The Agency shall, after completion of the work, surrender the CD-ROM of electors database if furnished to the Agency for capture of images and linking of images with electors' database etc., and submit along with the EPIC and EROLL database in Election Commission of India database structure including Agency Master Tables 60, 62 and 64 and the images of electors in CD duly codified with Agency-CD with Assembly Constituency Number as specified in the Election Commission's Guidelines on Electors' Photo Identity Cards Programme.

9. Penal clauses

9.1. The Agency shall be held responsible for defective images, etc., and payment shall not be made for such defective images. The Agency shall cross-verify to avoid duplicate photography or printing. The Department shall not pay the Agency for its mistake in taking photographs twice or thrice for the same person.

9.2. The Agency shall provide all materials, labour and assistance to any Government Officer or any other Officer authorized by the CEO / DEOs for inspection to test the materials for assessing the quality. The materials rejected shall be destroyed by the Agency at its expense in the presence of any officer authorized by the CEO / DEOs for this purpose. The Agency shall not be entitled to any payment of compensation or damage for such rejection.

9.3. Penalty will be leviable at the rate of 1% per week of delay or part thereof for the first 4 weeks and up to 10% for delay or part thereof thereafter, on the total contract value for the particular activity / activities if the activity / activities is / are not completed according to the time schedule specified when the work is assigned by the CEO / DEO / ERO as per the contract / agreement subject to force majeure conditions. This will be recovered by deduction from payments due to the Agency or otherwise. The penalty under this clause will be without prejudice to any other remedy under any of the other clauses.

9.4. During inspection or on review of progress by the CEO / DEO or on a report / complaint from subordinate staff or others, if it is found that

(a) The Agency does not possess adequate facilities and has not provided the necessary infrastructure (equipment, manpower etc.) or there is delay in deployment to execute the work within the stipulated period or if the equipments deployed are of inferior quality and manpower inadequate or not well trained/ skilled to produce quality output as per the tender specifications,

(b) If the work is not executed as per specifications,

(c) If the quality of the images is not found to be satisfactory or images are taken or photos scanned for ineligible persons or for those not authorized by the Electoral Registration Officer or any member of staff authorized by him,

(d) If any wrong claim is preferred for payment for scanning or printing of rolls or any other activity,

(e) If there is failure to comply with or there is a breach of any of the terms and conditions set out in the guidelines/ specifications of the Election Commission or the CEO issued from time to time,

(f) If there is fails to print the required number of Photo Electoral Rolls by laser printing.

The Department reserves the right, without prejudice to the action for imposition of penalty set out in the previous clause, to take such measures as are considered necessary to ensure that the programme is not affected and recover the additional cost/ liability from the Agency as per the Government norms. The measures may include forfeiture of Security Deposit and termination of the entire or part of the unfinished work. In such an event, the Agency will not be entitled to any payment or compensation and damages for the work done. Besides, such performance may entail action for blacklisting of the Agency, both for election work and also for all Government works. The blacklisting would not be limited to the Agency itself but for all entities, existing or to be setup in future, by the owners or top managers of the Agency.

10. **Force Majeure** - Neither the Department nor the Agency shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:

(a) Natural phenomena including but not limited to earthquakes, floods and epidemics.

(b) Acts of any Government authority domestic or foreign including but not limited to war declared, or undeclared.

(c) Accidents or disruptions including, but not limited to fire and explosions.

11. Mode of Communication and Service of Notice

11.1. Unless otherwise provided in the Contract any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail, postage prepaid, return receipt requested in the case of the Agency to the Department at their respective addresses and set forth above or with other addresses and to the attention of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent shall be deemed to be sufficiently served.

11.2. Any notice to the Agency if given or left in writing at their usual or last known place of abode or business shall be deemed to be duly given.

12. Arbitration - In case of any dispute, claims and differences arising out of or in connection with this, the matter will be referred to an Arbitrator mutually agreeable to both parties who will be the Arbitrator and his decision will be final and binding on both the parties as per the provisions of the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be at Chennai.

13. Indemnity - The Agency herein shall indemnify the Department and keep always indemnified to the Department for any loss, damage, expense, costs etc., which the Department may have to incur by reason of any omission / commission, in this regard by the Agency.

14. Miscellaneous

14.1. The Agency shall familiarize with all terms, process, conditions, specifications and other details of the work order and shall not ignore any of those as excuse in case of complaint against rejection of images or materials.

14.2. The Contract or any part share of interest in it shall not be transferred or assigned by the Agency directly or indirectly to any person or persons whomsoever without the prior written consent of the Department.

14.3. The relevant Government Orders, guidelines / instructions of the ECI, CEO on scanning of photos and their further processing (for generation of EPICs) and production of photo rolls, and tender notice and tender documents along with the enclosures, the detailed final offer of the Agency and the letter of acceptance of the tender will form part of this contract. Wherever the offer conditions

furnished by the Agency are at variance with conditions of this contract or conditions stipulated in the tender document, the latter should prevail over the offer conditions furnished by the Agency.

14.4. The Chief Electoral Officer has power to amend or annul any conditions of this Agreement if it is against the interest of the Department or might likely to cause pecuniary loss to the Government or in case of subsequent changes made by the Election Commission in the guidelines / specifications.

14.5. This contract is subject to the jurisdiction of courts at Chennai only.

For and on behalf of

DEPARTMENT

AGENCY

Witnesses:

- 1.
- 2.

**TENDER FOR SCANNING OF IMAGES, NAMING OF IMAGES AND
PRINTING OF PHOTO ROLLS DURING ANNUAL REVISION OF ELECTORAL
ROLLS IN TAMILNADU**

PART-II

TECHNICAL BID (Envelope-A)

(Tender Notice No.2 /2018)

Public (Elections-II) Department,

Secretariat, Fort St.George,

Chennai-600 009

Tamil Nadu

PART– II TECHNICAL BID (Envelope-A)

(Attach additional sheet if required)

Tender Notice No: 2/2018, Date: 09/10/2018

1. Details of the Bidder

1.	Name of the Organization.	
2.	Nature of the Organization Govt / Public / Private / Partnership / Proprietorship / LLP	
3.	Office address	
	Contact person with Phone / Mobile no.	
	Agency PAN No.	
	GST Registration No.	
	Phone No.	
	Fax No.	
	E-Mail address	

Signature of the Bidder with seal

4.	Banker's Name and Address	
	a)	b)
5.	Functioning of the company for the last three years - Enclose any of the documents mentioned below	
	a) Audit Report	
	b) Partnership Agreement	
	c) Certificate of incorporation	
6.	Give details of the turnover in previous three consecutive years - Enclose Audited Balance sheet or Auditor's certificate.	
	a) 2015-2016	
	b) 2016-2017	
	c) 2017-2018	
7.	Financial creditworthiness	
	a) Creditworthy certificate from Bank / Financial Institutions	
	b) Bank credit facilities	
8.	IT Clearance Certificate.	
9.	GST Clearance Certificate	

Signature of the Bidder with seal

2. Details of the Branches

(The bidder shall furnish their branch offices in Tamil Nadu)

District	Address of the branch	No. of employees	Qualification / Experience

3. Experience of the bidder

[The bidder may furnish the details of election related projects / activities undertaken in the last 3 years and proof thereof) (Please attach additional sheet(s) wherever necessary]

No.	Description	
1.	Year of Commencement and duration	
2.	IT / IT enabled activities taken up in the last 3 years and completed or ongoing (with details of organizations for which activities undertaken, value and preferably references from client organizations)	
3	Activities relating to electoral administration or related activities, particularly capture of digital images, scanning of photos, printing of rolls, etc. taken up in the last 3 years and completed or ongoing (with details of organizations for which activities undertaken, value and preferably references from client	

	organizations)	
	Copy of the work order and satisfactory completion certificate to be enclosed	

4. No. of personnel currently deployed in various projects

1.	No. of permanent employees currently working	
2.	No. of computer professionals currently working	
3.	Names & brief CVs of senior managers & professionals who will be dedicated to the project (covered by this tender)	

Signature of the Bidder

5. Infrastructure (equipments) available (nos. & configuration / specifications)

1.	Computers / Laptops	
2.	Digital Cameras (type, make, model)	
3.	Scanners	
4.	Printers (model, speed)	
5.	Minimum Equipments that will be committed to the project (covered by this tender)	

6. Corporate Profile

Certificate of incorporation:

Place and address of Registered office	Telephone number, Mobile number and FAX / E-Mail	Contact Person / designation (Chairman, MD etc.)

Printed Annual audited Financial Statement for the last three years should be enclosed (as given in Format)

Financial Year	2015-16 (audited figures)	2016-17 (audited figures)	2017-18 (audited / provisional)
Turnover (Rs. in lakhs)			

Note: These figures should be supported by printed Annual Financial Statements, as presented to the shareholders / AGM.

7. Regions proposed in order of Preference

Sl. No.	Region #	Districts in Region
1.		
2.		
3.		

(to be listed in order of preference if bidder is interested in taking up the work in more than one Region. If the EMD on bid capacity is not communicated to the region bid for then only the eligible regions would be taken into consideration starting from Sl.No.1 above. In any case irrespective of bid capacity, maximum 2 regions would be considered for evaluation.

Signature of the Bidder

8. EMD payment particulars

- i. Name & details of the payment instrument (DD / Bankers Cheque / Bank guarantee):
- ii. Other Particulars:

Note: The tenders without required EMD in the Technical Bid are liable for rejection.

Signature of the Bidder

9. Declaration

I / We agree with the Special Terms and Conditions, General Terms and Conditions and Payment clause enclosed with the tender and shall abide by the clauses.

I / We declare that the information furnished in the tender is true to the best of my / our knowledge. If any false / fictitious information is found I / We agree to the rejection of the bidder.

I / We agree that the offer shall remain open for acceptance for a minimum period of 180 days from the date of opening of the tender and thereafter until it is withdrawn by us by notice in writing duly addressed to the authority of opening the tender and sent by registered post with acknowledgement due or otherwise delivered at the office of the authority. The amount of Earnest Money Deposit shall not bear any interest and shall be liable to be forfeited by the Public (Elections) Department, Chennai should I/We fail to abide by the stipulations to keep the offer open for a period mentioned above or fail to sign and complete the contract document as required by the Public (Elections) Department, Chennai and furnish the Security Deposit as specified in the terms and conditions of the contract. The amount of Earnest Money Deposit may be adjusted towards Security Deposit or refunded to me / us unless the same or any part thereof has been forfeited as aforesaid.

I / We declare that the commercial bid has been submitted without any conditions and strictly as per the conditions of the tender document and I / We am / are aware that the commercial bid is liable to be rejected if it contains any other conditions.

I / We declare that we have not been blacklisted anywhere in India or insolvent.

Signature of the Bidder

Name and Address:

Phone No:

Fax No:

e-mail:

Date and Office seal:

**TENDER FOR SCANNING OF IMAGES, NAMING OF IMAGES AND
PRINTING OF PHOTO ROLLS DURING ANNUAL REVISION OF ELECTORAL
ROLLS IN TAMILNADU**

PART-III

COMMERCIAL BID (Envelope-B)

(Tender Notice No.2/2018)

Public (Elections-II) Department,

Secretariat,

Fort St. George,

Chennai-600 009

Tamil Nadu

To

The Chief Electoral Officer

Public (Elections-II) Department,

Secretariat,

Fort St. George,

Chennai-600 009

Sir,

I / We hereby submit the tender for scanning of (passport size) photos of identified electors, their further processing (including numbering of images, resizing, indexing of images and linking of images) for generation of photo rolls, printing of photo rolls for verification (photo rolls Check List(s)), Printing of BLO Registers and List of Polling Stations, printing a final copy of (integrated) draft photo rolls and supplementary photo rolls and laser printing of multiple copies of the photo rolls and to enable production of EPICs, in accordance with the instructions and guidelines of the Election Commission of India (ECI) and the specifications given in this tender document, to Public (Elections) Department, Chennai-9 as per special Terms and Conditions as well as General Terms and Conditions. The rates are quoted in the prescribed format given below:

Signature of the Bidder

Rates for each Activity District-Wise in the Region(s) in which bidder interested

Region no.	Districts in Region	Activity	Rate in figures	Rate in words	Applicable GST and any other applicable tax	Total Rate in figs **	Total Rate in words
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
		C1					
		C2					
		C3a					
		C3b					
(2)		C1					
		C2					
		C3a					
		C3b					

and so on (** The bidder should be quoted the total rate with applicable GST or any other taxes to be imposed by the Governments. The rate quoted in column No.7 will be taken into account).

Table of Activities

C1 (Per photo scanned rate in Rs.)	Scanning of (passport size) photos, numbering, cropping, resizing and furnishing required deliverables and also scanning of supporting documents viz., Age proof and Address proof etc.,
C2 * (Per page rate in Rs.)	Printing of photo rolls for verification [photo rolls Check List(s)], printing of BLO Registers and List of Polling Stations and printing a final copy of (integrated) draft photo rolls and supplementary photo rolls and Deletion Notice. Furnishing required deliverables. [pages for Check List(s) will be added to copy of draft / final photo roll / supplementary photo roll in arriving at the total amount payable to the Agency]
C3 * (Per page rate in Rs.)	Laser printing multiples copies of photo electoral rolls (80 GSM paper). C3a - One side page print out C3b - Both sides print out

Signature of the Bidder:

Name and Address:

Phone No:

Fax No:

e-mail:

Date and Office seal:

Annexure - I

Table showing Activities for which Rates have to be quoted

All the tenderers have to quote the rates for **all the activities**, C1 to C3, in the commercial bid district-wise for all the districts in the Region(s) in which they are interested in taking up the work.

[Note: It will not be within the Agency's discretion to choose only a particular activity or district or districts within a Region for taking up the work. The Agency will, therefore, have to quote the rates for all activities district-wise for all districts in that Region.]

<p>C1 (Per photo scanned rate in Rupees)</p>	<p>Scanning of (passport size) photos, numbering, cropping, resizing and furnishing required deliverables and also scanning of supporting documents viz., Age proof and Address proof etc.,</p>
<p>C2 * (Per page rate in Rupees)</p>	<p>Printing of photo rolls for verification [photo rolls Check List(s)], printing of BLO Registers and List of Polling Stations and printing a final copy of (integrated) draft photo rolls and supplementary photo rolls and Deletion Notice. Furnishing required deliverables. [pages for Check List(s) will be added to copy of draft / final photo roll / supplementary photo roll in arriving at the total amount payable to the Agency]</p>
<p>C3 * (Per page rate in Rupees)</p>	<p>Laser printing multiple copies of photo electoral rolls. (80 GSM paper). C3a - One side page print out C3b - Both sides print out</p>

* including the cost of specified paper.

Annexure – II

FORMAT OF BANK GUARANTEE

B.G. No.

Dated :

In Consideration of PUBLIC (ELECTIONS) DEPARTMENT we have agreed to exempt thereafter called “the said Agency’s from the demand, under the terms and conditions of an agreement dated _____ made between M/s _____, having its head office at _____ and Public (Elections) Department, Secretariat, Chennai-600 009 for thereafter called the said ‘ Agreement’, of Security Deposit for the due fulfillment by the said Agency (s) of the terms and conditions contained in the said Agreement, SLA support services on production of a Bank Guarantee for Rs. _____ (Rupees _____)

1. We _____ constituted under Banking Companies (Acquisition and Transfer of undertakings) represented by (hereinafter referred to as “the Bank” which terms includes its successors and assigns) do hereby undertake to pay the Public (Elections) Department an amount not exceeding Rs. _____ (Rupees _____) for not fulfilling the Agency’s obligations relating to the provision of SLA support services against any loss or damage to or suffered by Public (Elections) Department by reason of any breach by the said Agency’s lapse on the part of the firm to confirm to the terms and conditions of contract contained in the said agreement.

2. The Bank hereby undertakes to pay the amount due and payable under this guarantee without any demur merely on a demand from the Public (Elections) Department stating that the amount claimed is due by reason of any breach by the said Agency any of the terms or conditions contained in the said agreement or by reason of the Agency’s failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, total liability of Bank under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees.....).

3. The Bank further agrees that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Public (Elections) Department under or by virtue of the said agreement have been fully paid and its claims satisfied are discharged OR till the 2021 OR till Public (Elections) Department certifies that the terms and conditions of the said agency are fulfilled and accordingly discharges the guarantee, whichever is earlier. Unless a demand or claim under this agreement is made on the Bank in writing on or before 2021 Bank shall be discharged from all liability under this guarantee thereafter.

4. The Bank further agrees with the Public (Elections) Department that the Public (Elections) Department, shall have the fullest liberty without consent of Bank and without affecting in any manner obligations of Bank hereunder to vary any of the terms and conditions of the said agreement to extend time or to postpone for any time or from time to time any of the powers exercisable by the Public (Elections) Department against the said agency and to forbear or enforce any to the terms and conditions relating to the said agreement and we shall not be relieved from liability by reason of any such variation, or extension being granted to the said agency or for any forbearance, act or omission on the part of Public (Elections) Department or any indulgence by the Public (Elections) Department to the said agency or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Bank.

5. The Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the Public (Elections) Department in writing.

6. Notwithstanding anything, contained hereinabove our liability under this guarantee is restricted to Rs./- (Rupees..... only). Our guarantee shall remain in force until 2021 our liability hereunder is conditional upon your lodging a demand or Public (Elections) Department claim withbank on or before 2021. Unless a demand or claim is lodged with us within the aforesaid time your rights under the guarantee shall be forfeited and we shall not be liable there under.

7. This guarantee shall be governed and construed in accordance with the laws of India. All claims under this guarantee will be payable solely atBank..... This guarantee will be returned to the bank when the purpose of the guarantee has been fulfilled or at the expiry, whichever is earlier.

For..... Bank
.....Branch