

Public (Elections) Department

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

TENDER DOCUMENT

Tender No.06/2021/18784

O/o Chief Electoral Officer

Public (Elections-II) Department

1st Floor, Main Building, Secretariat,
Chennai-600009.

Phone: +91-44-25665327

Email: sec2.pelecd@tn.gov.in

Website: www.elections.tn.gov.in

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. (Website link http://cms.tn.gov.in/sites/default/files/acts/TNTIT_act_Rules_Amended_upto_June_2018.pdf) as amended from time to time and G.O.Ms.No.343, Finance (Salaries) Department, dated 18.09.2020.

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 date and time.
2. Commercial Bid opening will be done only in the presence of the technically qualified Bidders or their representatives, on the appointed date 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.

Note: None of the above can be claimed if the authorised representatives are not present at the relevant time and place.

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

Acronyms used in the Document

BG	Bank Guarantee
CEO	Chief Electoral Officer
DD	Demand Draft
DEO	District Election Officer
ECI	Election Commission of India
EMD	Earnest Money Deposit
EPIC	Electors Photo Identity Card
ERO	Electoral Registration Officer
GST	Goods & Services Tax
INR	Indian Rupee
IT	Information Technology
ITES	Information Technology Enabled Services
LD	Liquidated Damage
LoA	Letter of Acceptance
LoI	Letter of Indent
PSU	Public Sector Undertaking
SD	Security Deposit
SSI	Small Scale Industries

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

Tender No.06/2021/18784

Dated :09.12.2021

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 the Principal Secretary to Government, Public (Elections) Department proposes to finalize a tender with Companies/Organizations dealing with Information Technology (IT) and IT enabled services for carrying out the above activities.

The programme 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 52 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 and put it in a single cover.**
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.

Deputy Chief Electoral Officer and
Deputy Secretary to Government

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	8
2.	Tender Schedule	9-10
3.	Tender Submission	11-13
4.	Eligibility Criteria	14-16
5.	Scope of work	17-21
6.	General Terms and Conditions	22-28
7.	Release of Payment	29-30
8.	Form of Contract	31-37
	Part – II Technical Bid (Envelope-A)	38-43
	Part – III Commercial Bid (Envelope-B)	44-46
	Annexure-I Table showing Activities for which Rate have to be quoted	47
	Annexure-II Format for Clarifications/ Amendments	48
	Annexure-III Format of Bank Guarantee	49-52

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

PART- I TENDER DETAILS

Tender No.06/2021/18784

Dated : 09.12.2021

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

1. TENDER NOTICE

(Tender No.06/2021/18784, Dated : 09.12.2021)

Sealed tenders are invited by the Deputy Chief Electoral Officer and the Deputy Secretary to Government, Tamil Nadu from reputed organizations in Tamil Nadu for scanning of images, naming of images and printing of photo electoral rolls during annual revision of Electoral Rolls in Tamil Nadu as per the Election Commission of India (ECI) guidelines. For this purpose, the districts in Tamil Nadu are divided into twenty three (23) regions and Tenders are invited for individual regions. An Agency can participate in the tender for maximum of two regions.

2. TENDER SCHEDULE
PUBLIC (ELECTIONS-II) DEPARTMENT

1)	Tender Notice Number	Tender No.06/2021/18784, Dated.09.12.2021
2)	Tender inviting Authority, Designation and Address	The Deputy Chief Electoral Officer and Deputy Secretary to Government, Public (Elections) Department, Secretariat, Chennai – 9. Contact Number: 044-2567 4019 e-mail : sec2.pelecd@tn.gov.in Websites: www.tenders.tn.gov.in and www.elections.tn.gov.in
3)	Name of the work	Sealed tenders are invited for scanning of images, naming of images and printing of Photo Electoral Rolls during annual revision of Electoral Rolls in Tamil Nadu.
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/- per region, should be paid by way of Demand Draft in favor of “Chief Electoral Officer” and payable at Chennai only.
6)	Last date for submission of pre-Bid queries	Up to 05:00 p.m. on 15.12.2021. Queries to be emailed to sec2.pelecd@tn.gov.in. The replies to the queries will be hosted by 05:00 p.m. on 17.12.2021 in the website www.elections.tn.gov.in.
7)	Tender submission	3:00 P.M. on 29.12.2021
8)	Date and time for initial scrutiny (Envelope-A)	3:30 P.M. on 29.12.2021
9)	Date and time for opening of Tender for Commercial Bid (Envelope-B)	Will be intimated to those bidders who qualify in the Technical Bid

10)	Tender Accepting Authority	The Chief Electoral Officer and the Principal Secretary to Government, Public (Elections) Department, Secretariat, Fort St. George, Chennai-600 009, Tamil Nadu. Contact Number: 044-2567 0390 e-mail : sec2.pelecd@tn.gov.in Websites: www.tenders.tn.gov.in & www.elections.tn.gov.in
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The Deputy Chief Electoral Officer and
Deputy Secretary to Government,
Public (Elections) Department,
Secretariat, Chennai – 9.

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 superscribed as Envelope-A - Technical Bid – Tender for Scanning of Images, Naming of Images and Printing of Photo Electoral Rolls During Annual Revision of Electoral Rolls in Tamil Nadu, Tender No.06/2021/18784, Dated : 09.12.2021.

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 superscribed as Envelope-B - Commercial Bid – Tender for Scanning of Images, Naming of Images and Printing of Photo Electoral Rolls during Annual Revision of Electoral Rolls in Tamil Nadu, Tender No.06/2021/18784, Dated: 09.12.2021. 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 superscribed as Bid Documents – Tender for Scanning of Images, Naming of Images and Printing of Photo Electoral Rolls during Annual Revision of Electoral Rolls in Tamil Nadu, Tender No.06/ 2021/18784, Dated: 09.12.2021.

3.2.4. The bidder should clearly write “From and To Address” on the tender covers, otherwise the tender is liable for rejection. The bidder should superscribe Envelope A and Envelope B on the top, 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. 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 Scheduled Commercial Bank in favour of "Chief Electoral Officer", 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 the Chief Electoral Officer, 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 valid Registration Certificate for Goods and Services Tax (GST), and also submit GSTR-3b for the last 6 months (May, 2021 to October, 2021) and GST Annual return form.
- 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 Department etc.
- h) The bidder should enclose details of the equipments possessed for the work to be taken up.
- i) The bidder should enclose details of the manpower 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 Tamil Nadu.
- k) Inspection report from the officer not below the rank of Tashildar.
- l) The bidder should enclose the tender document and corrigendum issued if any with authorized person seal and signature.

3.5.2. *Commercial Bid*

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

4. Eligibility Criteria

The Bidder(s) should meet the following Eligibility Criteria to participate in the Tender and should enclose documentary proof for fulfilling the Eligibility in the Technical Bid.

Sl. No	Eligibility Conditions	Documentary Proof to be submitted
1	The bidder should be a Proprietorship/ Partnership/ Pvt. Ltd. Company registered in India under the Companies Act for the past three years (or) a Partnership Firm registered in India under the Partnership Act.	Certificate of incorporation/ MSME/DIC should be submitted
2	The bidder should have previous experience Scanning of Photos, document Resizing and Renaming at least for the past 3 years (2018-19, 2019-20 and 2020-21).	a) Copy of Work orders/ Proceedings issued by the O/o DEOs should be submitted. b) Work orders/ Proceedings for the work of Ration Cards/Driving License etc. should be submitted.
3	The bidder should have an annual turnover at least Rs.15 Lakhs (Fifteen Lakhs) for the last three Years (i.e., 2018-19, 2019- 20 & 2020-21.) per region bid for. For each addition region the turnover should be an additional amount for Rs.15 Lakhs (i.e., Rs.30 Lakh and above)	a) Audited balance Sheet for the last three financial years (i.e., 2018-19, 2019-20 & 2020-21.) for having aggregated turnover of Rs.15 lakhs and above. b) Positive net worth certificate from the Chartered Accountant should be enclosed with in the two financial years of last three financial years (i.e., 2018-19, 2019-20 & 2020- 21)
4	The bidder should have experience in	Copies of Proceedings/

	handling IT/IT enabled services in the last three years (as on 31.03.2021) and executed them for a value of at least Rs.7 lakhs (Rupees Ten lakhs only) in each year per region bid for. For each addition region the turnover should be an addition amount for Rs.7 Lakhs (i.e., Rs.14 Lakhs and above)	work orders issued on or before 31.03.2021 should be submitted.
5	The bidder should have filed Income Tax returns for the last three financial years.	Copy of the IT Returns for the last three financial years (2018-19, 2019-20 and 2020-21). Provisional IT Returns for the year 2020-21 shall also be accepted since the last date of filing of IT returns falls beyond the date of Tender submission.
6	The bidder should have sound financial resources like letter of credit worthiness from Bank.	The letter of credit worthiness certificate from Bank and Bank facilities available for not less than Rs.30 lakhs per region.
7	The bidder should have an work order for Rs.1 lakh and above in case of Printing of Electoral Roll and minimum volume of 30,000 no's in case of Scanning of Resizing & Renaming in JPG files in the last three audited financial years (2018-19, 2019-20 & 2020-21).	Copies of Proceedings/ work orders issued on or before 31.03.2021 should be submitted.
8	The bidder should have previous experience of printing of election related documents such as printing of Photo Electoral Roll by using the ERONet printing tool by the ECI.	Copies of Proceedings/ work orders on or before 31.03.2021 issued by the O/o DEO should be submitted.

9	The Bidder should not have been blacklisted by any of the Government Departments / PSUs/Local Bodies.	Self-Declaration / undertaking should be submitted.
10	The bidder should have been registered for Goods and Services Tax.	The bidder should enclose the Registration Certificate for Goods and Services Tax (GST) and also submit GST Annual Return Form (Form-9) for the three financial years. (2018-19, 2019-20 & 2020-2021) and also submit GSTR- 3b for the last 6 months (May 2021 to October 2021).
11	The Bidder should have registered office in Tamil Nadu and having adequate no of man power Laser Printer and Scanner with the facilities of off-set printing, Multi-color printer etc.	A certificate of inspection report (in a prescribed format) from the officer not below the rank of Tahsildar to be submitted.

Important Note:

Bidders should ensure that they have submitted all the required documents as specified in the Tender document without fail. Bids received without supporting documents to prove their Eligibility are summarily rejected.

5. Scope of Work

5.1. As per the directions of 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 printing the photographs of the electors 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 stations.

5.2 Accordingly, the preparation of Electors Photo Identity Cards and the generation of Photo Electoral Rolls, were taken up during 2006-07 as per the guidelines of the ECI. Initially, the EPIC production program were conducted in the State in multiple phases from the year 1996. Considering the major advancement in the technology, 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 the year 2015. The security features like Guilloche design and National Emblem seen in the ultra violet light and other features were incorporated as per the specifications fixed by the ECI. The photographs of the elector in the 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 2021, is around 6.28 crores and the percentage of images available (in relation to electors) is 100% in the State.

5.3 Photo Electoral Rolls – The Photo Electoral Rolls are being generated from the ERONet with the Photographs of the electors which are available in the database. The Part wise, Assembly Constituency wise Photo Electoral Rolls are being generated and printed centrally by the vendor selected through the Tender process.

5.4 Photo Electoral Rolls–PS CD ROM - The Commission has been concerned about the privacy of electors and the possibility of profiling of electors with the help of electoral rolls and has therefore issued the clarification in ECI Letter No.485/Comp/ERO-Net/2017, dated 04.01.2018 where it has been directed that wherever soft copy of the electoral rolls (draft/final) are supplied to anyone it should be under the provisions of law and in pursuance of the Commission's above instructions. The format of such roll should be similar to that which is hosted on the website in public domain. In other words, sharing of electoral rolls with political parties/ Candidates/ NGOs/Public shall be done in the image PDF Format with only the details and without the photograph of the electors.

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 (Photos), supporting documents viz., Age proof, Address proof etc.	Agency
b.	Renaming of the scanned documents mentioned in (a) above.	Agency
c.	Delivery of CD / DVD / Pen drive containing Images scanned & renamed to DEO's Office	Agency
d.	Linking of Images with electoral rolls database	DEO's Office/ERO's Office
e.	Creation of PDF for Photo Electoral Rolls	DEO's Office/ ERO's Office
f.	Printing of Rolls	Agency

5.5. Software for Photo Electoral Rolls – As per the ECI instructions in the D.O. letter No.485/Comp/ERONET/2018, dt.:22.11.2018 and 19.01.2019 the ERONet Printing Tool developed by the ECI, being used for generation of Photo Electoral Rolls in the form of PDFs from DEO's Office / ERO's Office.

5.6 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

Region No. and Name	Districts / Ac's comprised in the region	No. of ACs in the region
1.North Chennai	North Chennai (Royapuram, Radhakrishnan Nagar, Harbour, Kolathur, TVK Nagar, Anna Nagar, Villiwakkam, Perambur)	8
2. South Chennai	South Chennai (Chepauk -Triplicane, Mylapore, Thousand Lights, T.Nagar, Virugambakkam, Saidapet, Velachery and Egmore)	8
3. Tiruvallur	Tiruvallur	10
4. Kancheepuram	Kancheepuram and Chengalpet	11
5. Vellore	Vellore and Ranipet	9
6. Krishnagiri	Krishnagiri and Dharmapuri	11
7.Salem	Salem	11
8.Villupuraam	Villupuram and Kallakurichi	11
9.Tiruvannamalai	Tiruvannamalai and Tirupathur	12
10.Erode	Erode and The Nilgiris	11
11.Namakkal	Namakkal, Ariyalur and Perambalur	10
12.Coimbatore	Coimbatore	10
13.Tiruppur	Tiruppur and Karur	12
14.Cuddalore	Cuddalore	9
15.Tiruchirappalli	Tiruchirappalli	9
16.Nagappattinam	Nagappattinam, Mayiladuthurai and Tiruvarur	10
17.Thanjavur	Thanjavur	8
18.Dindigul	Dindigul and Theni	11
19. Madurai	Madurai	10
20. Pudukkottai	Pudukkottai and Sivaganga	10
21.Virudhunagar	Virudhunagar and Ramanathapuram	11
22. Tirunelveli	Tirunelveli and Tenkasi	10
23.Thoothukudi	Thoothukudi and Kanniyakumari	12
Total		234

(**) If any District(s) created newly it will comes under the region, from the District(s) carved from.

The decision of the CEO will be final and will not be liable to be questioned on any ground.

5.7. Period of Contract (Tenure) - The period of Tender will be three years from the date of signing contract agreement with the Chief Electoral Officer.

5.8. 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 the commercial bid in the Region(s) in which they are interested in taking up the work.

5.9 After finalization of the Tender, 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 of the CEO will be final and will not be liable to be questioned on any ground in this regard.

[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.]

5.10. The Agencies 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.

5.11. 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 the 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.

5.12. 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.

6. General Terms and Conditions

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

6.1. The tender documents can be downloaded from the websites at free of cost <https://www.tenders.tn.gov.in> and www.elections.tn.gov.in

6.2. Details to be furnished

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

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

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

6.2.4. The bidder should submit all the required documents as specified in the Tender document without fail. Bids received without supporting documents to prove their Eligibility are liable for rejection.

6.2.5. 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.

6.3 Initial Scrutiny

Initial Bid scrutiny will be conducted and incomplete details as given below will be treated as non-responsive.

If Tenders are;

- Not submitted in two parts as specified in the Tender
- Received without the Letter of Authorization
- Received without EMD amount (in the form of DD/Bankers Cheque /Bank Guarantee)

all responsive Bids will be considered for further evaluation. The decision of O/o the CEO Office will be final in this regard.

6.4. Clarification of doubts

6.4.1. Prospective Bidder requiring any queries in the Tender may raise the pre-bid queries/clarifications/ doubts to CEO by e-mail to sec2.pelecd@tn.gov.in by 05:00 P.M. on 15.12.2021. The replies on the queries will be uploaded by 05:00 P.M. on 17.12.2021.

6.4.2. The responses to the replies to the queries/clarifications will be notified in the website www.elections.tn.gov.in only. If necessary Corrigendum to the Tender Document shall be issued by this Department.

6.4.3. Amendments to the Tender

6.4.3.1. Before closing of the Tender, clarifications and amendments, if any, will be notified in the websites mentioned above 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-II) Department will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.

6.4.3.2. No clarifications would be offered by O/o the CEO within 48 hours prior to the due date and time for opening of the Tender.

6.4.3.3. Before the closing of the Tender, O/o the CEO may amend the Tender document as per requirements or wherever feel such amendments are absolutely necessary.

6.4.3.4. Amendments may also be given in response to the queries by the prospective Bidders.

6.4.3.5. Such amendments will be notified in the websites mentioned in the tender schedule.

6.4.3.6. CEO at his discretion may or may not extend the due date and time for the submission of bids on account of amendments.

6.4.3.7. 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.

6.5. The Tender Accepting Authority Reserves the Right to:

6.5.1. Reject any or all the tenders without assigning any reason thereof.

6.5.2. Revise or amend specifications, before the last day of submission of bid.

6.5.3. Relax, waive or modify any of the conditions stipulated in the specification wherever deemed necessary.

6.5.4. 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 (www.elections.tn.gov.in). 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.

6.5.5. If any region is not covered/left out by the bidders after the evaluation of Commercial bids the CEO reserves the right to allot the region(s) from the enlisted vendors for accomplish the task.

6.6. Opening of Tender

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

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

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

6.7. Tender Evaluation

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

6.7.2. If the bidder quotes for two regions, EMD has to be furnished for the two regions.

6.7.3. On opening of the Technical bid (Envelope-A), if the required EMD is not enclosed, the tender will be liable for rejection. However, if part of EMD has been given in case he has bid for more than one region, then the bid would be considered only for that region for which the EMD has been given fully.

6.7.4. 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 Evaluation Committee.

6.7.5. 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.

6.7.6. 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 regions, 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 L1 for a bidder for the regions would be calculated as follows:

$$\text{District bid value D} = (0.10 \times C1 + 0.05 \times C2 + 0.05 \times C3a + 0.80 \times C3b)/100$$

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 21 consisting of 2 districts (Virudhunagar: 7 Constituencies, Ramanathapuram: 4 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 Virudhunagar and D2 for Ramanathapuram and) would be calculated. After that the bid value for the region would be calculated as follows:

$$\text{Region bid value C} = 7 \times D1 + 4 \times D2$$

(Where 7 and 4 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.

6.7.7. 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.

6.7.8. The Tender Accepting Authority may reject a tender if it has determined that the financial bid of the tender is abnormally low or abnormally high.

6.8. Acceptance / Withdrawal

6.8.1. 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.

6.8.2. 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.

6.8.3. Tender with incomplete information is liable for rejection.

6.8.4. For each category of pre-qualification criteria, documentary evidence is to be produced duly attested by the Agency, serially numbered and enclosed with.

6.8.5. The Agency should possess adequate infrastructure (equipment, skilled manpower) to take up the work for which evidence should be furnished in the Technical Bid.

6.8.6. 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.

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

6.8.8. The Tender Accepting Authority reserves the right to negotiate for further reduction of rates and to arrive at a common rate for each activity. 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.

6.9. 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.

6.10. Security Deposit

6.10.1. The successful Bidder will be required to remit Security Deposit equivalent to 1% of the total accepted tender value inclusive of EMD within seven days from the date of intimation, in the form of bank Guarantee. The security deposit will be remitted @ Rs.10,000/- per Assembly Constituencies comprised in the regions, by the way of submitting Bank Guarantee for the validity period of three(3) year.

6.10.2. If the successful bidder fails to remit the Security Deposit, then, the EMD remitted by him will be forfeited by Public (Elections-II) Department and his bid will be held void. After issue of LoA, the EMD submitted by the successful bidder will be returned to them.

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

6.10.4. 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-II) Department.

6.10.5. The Security Deposit till it is returned will not bear any interest. The Security Deposit amount will be returned to the eligible bidders only after the receipt of the satisfactory completion certificate from the DEOs in their region.

6.11. Forfeiture of Security Deposit

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

6.12. Agreement

6.12.1. 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 chapter 8 of the tender document with such modification as may be required by the Public (Elections-II) Department at the time of execution, within seven days from the date of acceptance of the tender.

6.12.2. 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-II) Department and recovery of any consequential losses from the Agency.

6.13. 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.

6.14. Penalty and Termination for Non-fulfillment of contract

Penalty will be levied, based on the proposal of the DEOs concerned on the delay in delivery of particular work. This may be recovered by deduction from payments due to the Agency or otherwise. If the payments already made to the vendor the penalty will be deducted from the Security Deposit.

6.15. 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.

6.16. Jurisdiction for Legal Proceedings

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

7. Release of Payment

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

- i) Signing of Contract
- ii) Submission of an irrevocable Bank Guarantee of the Contract amount in the format (specify format) specified to the Client.

The Payment will be made as per the following procedures:

On Completion of the scanning of images, naming of images and printing of photo electoral rolls and on submission of proof of delivery by the Successful Bidder duly certified by the concerned O/o the DEOs. After the receipt of the proposal from the DEOs in the prescribed format and after the scrutiny of the records the Public (Elections-II) Department will release the payment to the vendors concerned.

No advance Payment will be made.

Penalty amount(s) if any, proposed by the DEOs, will be adjusted in the payment due to the Successful Bidder.

All taxes and other levies imposed by Governments in India will be paid at actual as applicable.

7.2 Payment Mile Stones:

- Draft Roll Printing in the month of October or November of every year.
- Scanning of images, Scanning of Forms, Scanning of supporting documents during SSR/Continuous updation period.
- Generation of Check list during SSR period.
- Publication of Final roll on completion of SSR during the month of January.

7.3. The time limit for finalizing the work would be given by the respective DEOs/EROs/AEROs/while allotting the work.

7.4. The payment to the vendors will be released centrally after the receipt of the proposal received from the DEOs concerned. The proposal shall be prepared by the Special Tahildar (S.T.)/ Personal Assistant to Collector (Elections)/Personal Assistant to Collector (General) and the same shall be countersigned by the District Election Officer.

7.5. The payment to be released to all the vendors after deducting the SGST and CGST, Income Tax and Surcharge on Income Tax at the prevailing rates.

8. 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 the Principal Secretary to Government, Public (Elections-II) 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-II) Department / O/o the CEO's Office invited tenders for scanning of passport size photos of identified electors, 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 Electoral 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 (3) 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 tenders for scanning of passport size photos of identified electors, 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 Electoral 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

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, numbering, indexing and storing of images, and printing of Photo Electoral 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 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 labour or any other account during the said period.

4.2. The rate for the contract as detailed in this contract includes Goods and Services Tax (GST), Freight, 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 1 (One) percent of the total accepted tender value inclusive of EMD within seven days from the date of intimation, in the form of Demand Draft. The security deposit will be remitted @ Rs.10,000/- per Assembly Constituencies comprised in the regions, by the way of submitting Bank Guarantee for the validity period of one year. The Security Deposit furnished by the Agency shall be returned on termination of contract period subject to the specification of the Client.

5. Equipment

5.1. The equipment and accessories deployed/used by the Agency shall comply with specifications given in the tender document. The Agency shall maintain the equipment 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 printing of conduct of elections and other related materials and shall take an All Risk Policy from Insurance Company.

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-II) 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. Deliverables

7.1. 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.

7.2. 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.

7.3. 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, within the time limits framed by the CEO/DEOs.

8. Penalty clauses

8.1. The Agency shall be held responsible for defective printings, etc., and payment shall not be made for such defective printings.

8.2. The Agency shall provide all materials, labour and assistance to 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.

8.3. Penalty will be levied, based on the proposal of the DEOs concerned on the delay in delivery of particular work. This may be recovered by deduction from payments due to the Agency or otherwise. If the payments already made to the vendor the penalty will be deducted in the Security Deposit.

8.4. 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 any wrong claim is preferred for payment for printing 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,

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 level officers of the Agency.

9. **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.

10. Mode of Communication and Service of Notice

10.1. 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.

10.2. 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.

11. **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.

12. **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.

13. Miscellaneous

13.1. 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.

13.2. 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.

13.3. The relevant Government Orders, guidelines / instructions of the ECI, CEO on 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.

13.4. 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.

13.5. 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 ELECTORAL ROLLS DURING ANNUAL
REVISION OF ELECTORAL ROLLS IN TAMILNADU**

PART-II TECHNICAL BID

(Envelope-A)

(Tender Notice No.: 6/2021/18784)

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: 6/2021/18784, Date: 09.12.2021

1. Details of the Bidder

Sl. No.	Description	Proof Submitted
1	Name of the Organization	
2	Nature of the Organization (Govt. / Public / Private / Partnership / Proprietorship / LLP)	
3	Office Address	
4	Contact person with Phone / Mobile no.	
5	Agency PAN No.	
6	GST Registration No.	
7	Phone No.	
8	E-Mail address	
9	Experience of printing of election related documents such as Photo Electoral Roll by using the ERONet printing tool by the ECI.	
10	Audited balance Sheet for the last three financial years (i.e., 2018-19, 2019-20 & 2020-21.) for having annual turnover of Rs.15 lakhs and above.	
11	Certificate from the Chartered Accountant showing positive net worth in the two financial years of last three financial years (i.e., 2018-19, 2019-20 & 2020-21).	
12	I.T. returns for the last three financial years.(2018-19, 2019- 20 & 2020-21)	

13	Credit worthiness certificate from Bank and Bank facilities available for Rs.30 lakhs per region.	
14	Aggregated work for Rs.1.00 lakh and above in case of Printing of Electoral Roll and minimum volume of 30,000 no's in case of Scanning of Photographs & Renaming in JPG files in the last three audited financial years (2018-19, 2019-20 & 2020-21).	
15	Self-Declaration / undertaking for not blacklisted by any of the Government Departments / PSUs/Local Bodies.	
16	Registration Certificate for Goods and Services Tax (GST)	
17	GST Annual Return Form (Form-9) for the last three financial years. (2018-19, 2019-20 & 2020-21)	
18	GSTR- 3b for the last 6 months (May 2021 to October 2021)	
19.	Certificate of inspection from the officer not below the rank of Tahsildar where the printing unit is located.	

Signature of the Bidder with seal

2. No. of personnel currently deployed in various projects

Sl.No.	Description	
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 with seal

3. Infrastructure (Equipment) available (nos. & configuration / specifications)

Sl.No.	Description	
1	Computers / Laptops	
2	Scanners	
3	Printers/Xerox/Offset/ Colour Printer Machines (model, speed)	
4	Minimum Equipment that will be committed to the project (covered by this tender)	

Signature of the Bidder with seal

4. Regions proposed in order of Preference

Sl. No.	Region Name	Districts in Region
1.		
2.		

In any case, maximum 2 regions would be considered for evaluation.

Signature of the Bidder with seal

EMD payment particulars

Number of Demand Drafts enclosed:

Sl. No.	DD No.	Date	Name of the Bank	Amount (Rs.)
1				
2				
Total Amount				

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

Signature of the Bidder with seal

DECLARATION

I / We agree with the Scope of work, 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-II) 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-II) 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:

e-mail:

Date and Office seal:

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

PART-III COMMERCIAL BID

(Envelope-B)

(Tender Notice No.6/2021/18784)

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 tender for scanning of (passport size) photos of identified electors, their further processing (including numbering of images, indexing of images and linking of images) for generation of Photo Electoral Rolls, printing of Photo Electoral Rolls for verification (Photo Electoral Rolls Check List(s)), Printing of BLO Registers and List of Polling Stations, printing a final copy of (integrated) draft Photo Electoral Rolls and supplementary Photo Electoral Rolls and laser printing of multiple copies of the Photo Electoral 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

COMMERCIAL BID

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
(1)	(2)	(3)	(4)	(5)
		C1		
		C2		
		C3a		
		C3b		
(2)		C1		
		C2		
		C3a		
		C3b		

and so on

1. The bidders are requested **not** to include GST or any other Tax levied by the Central/State Governments, which would be paid additionally by the client as per applicable rates.

2. Whenever there is a discrepancy between words and figures, lower of the two shall be taken into account.

L1 will be identified as

$$D = \frac{0.10 \times C1 + 0.05 \times C2 + 0.05 \times C3a + 0.80 \times C3b}{\dots\dots\dots}$$

100

Signature of the authorized person:

Name of the authorized person:

Designation:

Name and Address of Bidder

Stamp of bidder

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.]

C1 (Per photo scanned rate in Rupees)	Scanning of (passport size) photos, Renaming, cropping, resizing and furnishing the required deliverables and also scanning of supporting documents viz., Age proof and Address proof etc.,
C2 * (Per page rate in Rupees)	Printing of checklists from ERONet, Printing the list of Polling Stations and Deletion Notice, etc.
C3 * (Per page rate in Rupees)	Laser printing of multiple copies of Photo Electoral Rolls in 80 GSM paper. C3a - One side page print out C3b - Both sides print out

* including the cost of specified paper.

Annexure-II
Format for Clarifications/Amendments

FORMAT FOR QUERIES ON TENDER CONDITIONS AND TECHNICAL SPECIFICATIONS FOR TECHNICAL SPECIFICATIONS:

Sl. No	Page No.	Product Code	Item Name	Existing Specification as per Tender Document	Technical Parameter as per Tender Document	Amendment requested	Reasons for requesting the amendment

FOR COMMERCIAL CONDITIONS:

Sl. No.	Page No.	Clause No.	Title of the Clause	Description of the Clauses as per Tender Document	Amendment requested	Reasons for requesting the amendment

Annexure-III

FORMAT OF BANK GUARANTEE

B.G.

No.

Dated:

In Consideration of PUBLIC (ELECTIONS-II) 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 _____, having its head office at _____, M/s _____

_____ and Public (Elections-II) Department, Secretariat, Chennai-600 009 for thereafter called the said 'Agreement', of Security Deposit for the due fulfillment by the said Agency (ies) 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-II) 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-II) 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-II) 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-II) Department under or by virtue of the said agreement have been fully paid and its claims satisfied are discharged OR till the 2025 OR till Public (Elections-II) 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 2025 Bank shall be discharged from all liability under this guarantee thereafter.

4. The Bank further agrees with the Public (Elections-II) Department that the Public (Elections-II) 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-II) 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-II) Department or any indulgence by the Public (Elections-II) 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 undertakes not to revoke this guarantee during its currency except with the previous consent of the Public (Elections-II) 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 2025 our liability hereunder is conditional upon your lodging a demand or Public (Elections-II) Department claim withbank on or before 2025. 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