

**GOVERNMENT OF TAMIL NADU  
OFFICE OF THE CHIEF ELECTORAL OFFICER,  
SECRETARIAT, CHENNAI 600 009.**



**Tender for:**

**“SELECTION OF STATE LEVEL AGENCY FOR  
MAINTENANCE & DEVELOPMENT OF  
ELECTORAL ROLLS MANAGEMENT  
SYSTEM (ERMS) ALONG WITH ASSOCIATED  
ACTIVITIES TOWARDS CONDUCT OF ELECTIONS  
AND ANNUAL MAINTENANCE OF RELATED  
HARDWARE EQUIPMENT IN TAMIL NADU”**

**Tender reference:**

**TENDER NO: 2/10636/PUBLIC (ELE-II)/2014-3;  
DATED 24/10/2014**

**TENDER DOCUMENT**

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## 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. Same are available at the following URL:

[http://cms.tn.gov.in/sites/default/files/acts/TENDERS Act 1998 Rules 2000 PPP P Rules 2012 Final PUBLISHED 0.pdf](http://cms.tn.gov.in/sites/default/files/acts/TENDERS_Act_1998_Rules_2000_PPP_Rules_2012_Final_PUBLISHED_0.pdf)) 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.



## Acronyms used in the Document

ABCD	All Back up Compact Disc
AERO	Assistant Electoral Registration Officer
AMC	Annual Maintenance Contract
BAS	Biometric Attendance System
BG	Bank Guarantee
CEO	Chief Electoral Officer, Govt. of Tamil Nadu
CPI-Urban	Consumer Price Index-Urban
CMM-3	Capability and Maturity Model-Level III Certification
CSO	Central Statistical Office, Government of India
CST	Central Sales Tax
DD	Demand Draft
DEO	District Election Officer
EMD	Earnest Money Deposit
EPIC	Electors Photo Identity Card
ERO	Electoral Registration Officers
GoI	Government of India
INR	Indian Rupees
IS	Indian Standard
ISO	International Organization for Standardization
IT	Information Technology
ITES	Information Technology Enabled Services
LD	Liquidated Damage
LOA	Letter of Acceptance
LOI	Letter of Intent
MoSPI	Ministry of Statistics, Planning and Implementation
PO	Purchase Order
PSCD	Publicly Saleable Compact Disc
PSU	Public Sector Undertaking
PVC	Poly Vinyl Chloride
SD	Security Deposit
SLA	State Level Agency
SSI	Small Scale Industries
ST	Service Tax
VAT	Value added Tax
TTA	Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules, 2000
ST(Ele)	Special Tahsildar (Elections)
PA(Ele)	Personal Assistant to Collector (Elections)
DRO(Ele)	District Revenue Officer (Elections)

## Know Your Rights

1. ALL TENDERS WILL BE OPENED ONLY IN THE PRESENCE OF THE BIDDERS OR THEIR REPRESENTATIVES, IF PRESENT ON THE APPOINTED DAY AND TIME.
2. PRICE BID OPENING WILL BE DONE IN THE PRESENCE OF THE TECHNICALLY QUALIFIED BIDDERS OR THEIR REPRESENTATIVES, PROVIDED THEY ARE PRESENT ON THE APPOINTED DAY AND TIME.
3. VENDORS / BIDDERS ARE ELIGIBLE FOR A VENDOR SIGNED COPY OF THE QUOTED PRICE BID COMPARISON STATEMENT ON THE SPOT.
4. PLEASE INSIST ON YOUR RIGHTS AND AVAIL THE SAME.

**CHIEF ELECTORAL OFFICER,  
TAMIL NADU.**



## TENDER NOTICE

**Tender No: 2/10636/PUBLIC (ELE-II)/2014-3**

Chennai

24-Oct-2014

To:

All Qualified Bidders

Dear Mr. /Ms.:

1. The Chief Electoral Officer (CEO) proposes to secure certain services mentioned herein on contract basis.
2. The Chief Electoral Officer, in pursuance of above intention, invites proposals to provide the following services, and for which calls for **Tender Inviting separate sealed bid for “Selection of STATE LEVEL AGENCY for MAINTENANCE & DEVELOPMENT OF ELECTORAL ROLLS MANAGEMENT SYSTEM (ERMS) along with associated activities towards conduct of elections and ANNUAL MAINTENANCE of Related Hardware Equipment in Tamil Nadu”**
3. More details on the Services are provided in the Scope of Work (section 3) contained in the document.
4. This Tender is open for all eligible and qualified firms that possess the requisite qualifications as prescribed in the document at relevant place(s).
5. A firm will be selected under **Least Cost Based** method and would be required to qualify the technical eligibility conditions in format(s) as described in this Tender document.
6. The Tender includes the following documents:
  - I. Tender Notice
  - II. Section 1-Preamble
  - III. Section 2-Tender Schedule
  - IV. Section 3- Scope of Work
  - V. Section 4-Instructions to Bidders-General
  - VI. Section 5-Eligibility Criteria
  - VII. Section 6-Bid Preparation and Submission
  - VIII. Section 7- Tender Opening and Evaluation
  - IX. Section 8- Execution of Work
  - X. Section 9 - Standard Form of Contract along with an attachment
  - XI. *Appendices- 3 in numbers*

7. Tender document can be purchased from office of the CEO at the cost of Rs 5000/- through a demand draft or Banker's Cheque in favour of Chief Electoral Officer and Principal Secretary to Government, Public (Elections) Department, payable at Chennai. It can also be downloaded from the website <http://elections.tn.gov.in> free of cost.
8. The sealed tenders will be received up to 3.00 P.M. on Monday, 24/11/2014 and opened on the same day at 3.30 PM. Each tender should be accompanied with an EMD amount of Rs.15,00,000 (Rupees Fifteen lakhs only) by way of crossed DD or Banker's Cheque or irrevocable Bank guarantee (as per Appendix-3) for one year in favour of "Chief Electoral Officer and Principal Secretary to Government, Public (Elections) Department" payable at Chennai.
9. For further details on Tender documents, please contact: Chief Electoral Officer or Joint Chief Electoral Officer (IT), Public (Elections) Department, Secretariat, Chennai - 600 009.
10. Phone: 044 -25674185, 044 - 25670390 Fax: 044 – 25670989
11. E-Mail: [ceo\\_tamilnadu@eci.gov.in](mailto:ceo_tamilnadu@eci.gov.in)
12. Website: [www.elections.tn.gov.in](http://www.elections.tn.gov.in)

Sd.  
Praveen Kumar I.A.S.,  
Chief Electoral Officer



# 1. Preamble

## 1.1 Background

Under Article 324 of the Constitution the superintendence, direction and control of the preparation of the electoral rolls for, and the conduct of, all elections to the Parliament and to the Legislative Assembly of every State and of the elections to the offices of President & Vice-President, are vested in the Election Commission which consists of the Chief Election Commissioner and Election Commissioners. The powers vested in the Election Commission under Article 324 of the Constitution are supplemented further by Acts of Parliament, namely the Representation of the People Act, 1950, the Representation of the People Act, 1951, the Presidential and Vice Presidential Act, 1952, etc.

At the state level, the election work is supervised subject to the superintendence, direction and control of the Election Commission, by **the Chief Electoral Officer** and the officers and staff working under him. The district electoral machinery comprises the District Election Officers (DEOs) generally the Collectors or District Magistrates; in the case of Chennai, the Commissioner of the Corporation], Electoral Registration Officers (EROs) & AEROs (for preparation & maintenance of electoral rolls) (generally officers in the level of Sub-Divisional Magistrates), Returning Officers (ROs) & AROs (for conduct of elections) and other officials [like Personal Assistant (Elections) to the Collectors, Tahsildars (Elections), Presiding and Polling officers] appointed for the conduct of elections. The Office of the Chief Electoral Officer was set up in Tamil Nadu much before the first general elections in independent India in 1952, with reference to the provisions of Section 13A of the Representation of People Act, 1950, for carrying out the following

### Functions and Duties

- Conduct of direct elections where the people directly participate. These include elections/ bye-elections to the 234 Assembly Constituencies in Tamil Nadu Legislative Assembly and the 39 Lok Sabha seats allotted to Tamil Nadu.



- Conduct of elections to 18 Rajya Sabha seats allocated to Tamil Nadu.
- President and Vice-President Elections
- Elections to Legislative Council, where constituted

It is the duty of all election related officers to ensure that the elections are conducted in a free and fair manner and in accordance with all relevant Acts, Rules, Orders and executive directions of the Election Commission of India. In order to conduct the said elections, the energies of this office are engaged in undertaking following tasks:

- a. Preparation and maintenance of an error free photo Electoral Roll
- b. Setting up and rationalization of Polling Stations
- c. Preparation and issue of Electors Photo Identity Cards (EPICs) to all electors
- d. Management of various aspects of election such as logistics, training and personnel management

The Computerization of Electoral Rolls in Tamil Nadu had started in the year 1996 and subsequently, the District Level Technical setup was created in the year 1999. Each District was provided with a Server and adequate hardware provisions. The Government had sanctioned posts of Programmer and Assistant Programmer for each District for manning the Election Computer Section. The appointment of Manpower was done through a State Level Agency (SLA) selected by the Government of Tamil Nadu in the year 2007 following a transparent tender process. It was the responsibility of the SLA to develop the Software required for this Department. Accordingly the SLA earnestly engaged itself in development of software at the CEO's office besides providing the Technical Manpower to the Office of the Chief Electoral Officer and to the Offices of the District Election Officer as per the Tender Conditions. The extended contract period of the existing SLA expires by end of this Year.

Also, over time a lot of changes have taken place in the technical environment surrounding the electoral data base management and allied activities related with over all conduct of free, and transparent election,

mandating redefinition of the scope of work and responsibilities of manpower associated with this activity.

Accordingly, a fresh tender is floated herein by the Chief Electoral Officer, Tamil Nadu, calling for bids from reputed organizations dealing with Information Technology (IT) and IT enabled services in India for Maintenance of Electoral database, provisioning of technical manpower to do the maintenance, development of software and Related Activities and also the Annual Maintenance of Hardware equipment for a Contract period of 5 (Five) years from the date of signing of contractor or 01/01/2015, whichever is later. While the tender is for five years, the CEO reserves the right to extend the same for another one year three months or till a new agency is selected by the CEO after the five year period, whichever is earlier, and the successful bidder in this tender shall have to provide the services at the same rate during the extended period, subject to the escalation clause in this tender document

## 1.2 Short Titles used in the Tender Document:

1. Short titles	<p>(a) “<b>Applicable Guidelines</b>” means the policies of the Election Commission of India, Government of Tamil Nadu and other applicable laws governing the selection and Contract award process as set forth in this Tender.</p> <p>(b) “<b>Applicable Law</b>” means the laws, including TTA, and any other instruments having the force of law in the country, or as may be specified in the tender, as they may be issued and in force from time to time.</p> <p>(c) “<b>Client</b>” means the Chief Electoral Officer or his nominee such as Joint CEO, DEO, ERO, etc.</p> <p>(d) “<b>Contract</b>” means a legally binding written agreement signed between the Department and the Agency and includes all the attached documents listed therein.</p> <p>(e) “<b>Day</b>” means a calendar day.</p> <p>(f) “<b>Joint Venture (JV)</b>” means an association with or without a legal personality distinct from that of its members, of more than one Agency where one member (Lead Member) has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV</p>
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	<p>are jointly and severally liable to the CEO for the performance of the Contract. <b><u>No more than three members</u></b> (including the lead member) are allowed for the assignment under consideration.</p> <p>(g) <b>“Lead Member”</b> The member of a joint venture who has the authority to conduct all business for and on behalf of any and all the members of the JV. However, that does not preclude other members from their liability. All the members of the JV are jointly and severally liable to the CEO for the performance of the Contract</p> <p>(h) <b>“Notice”</b> (Section 1 of the Tender) means the notice being put out to public by the CEO for the purpose of securing proposal as per the TTA for the services as mentioned in the title of this document.</p> <p>(i) <b>“Proposal”</b> means the Technical Proposal and the Financial Proposal of the Agency.</p> <p>(j) <b>“Tender”</b> means the Tender prepared by the CEO (CEO) for the selection of Agency as per the Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules, 2000.</p> <p>(k) <b>“Bidder”</b> means the party who makes a formal offer in pursuance of the tender floated.</p> <p>(l) <b>“Successful Bidder”</b> means the Bidder who becomes successful through the tender process.</p> <p>(m) <b>“Technical Evaluation Committee”</b> as would be formed and informed by the CEO</p> <p>(n) <b>“Tender Accepting Authority”</b> is the Chief Electoral Officer, Tamil Nadu</p>
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## 2. Tender Schedule

1. Tender inviting Authority, The Chief Electoral Officer and Principal Secretary to Government, Public (Elections) Department, Secretariat, Chennai 600 009.
- e-mail: [ceo\\_tamilnadu@eci.gov.in](mailto:ceo_tamilnadu@eci.gov.in)
- Website: [www.elections.tn.gov.in](http://www.elections.tn.gov.in)
2.
  - A) Name of the Work **“Selection of State Level Agency for MAINTENANCE & DEVELOPMENT OF ELECTORAL ROLLS MANAGEMENT SYSTEM (ERMS) along with associated activities towards conduct of elections and Annual Maintenance of Related Hardware Equipment in Tamil Nadu”**
  - B) Tender reference **10636/Public (Ele-II) /2014-3, dated 24/10/2014**
  - C) Place of execution In the Office of the Chief Electoral Officer and in the Offices of the District Election Officer and in all the Assembly Constituency Headquarters in Tamil Nadu and any other place specified by CEO.
3. Tender documents available Place CEO office; Tender document can be downloaded free of cost from [www.elections.tn.gov.in](http://www.elections.tn.gov.in) [www.tenders.tn.gov.in](http://www.tenders.tn.gov.in)
4. Cost of Tender Document Hard Copy: Rs 5000/- if purchased at O/o CEO; Downloaded from Website: Free of cost
5. Earnest Money Deposit (EMD) **Rs.15,00,000/-** should be paid by way of Demand Draft or Banker's Cheque drawn in favour of “The Chief Electoral Officer and Principal Secretary to Government, Public (Elections) Department” Payable at Chennai. or irrevocable Bank Guarantee as per format in appendix- 3
- 6 Tender submission In the box, in person, by hand at the Office of the Chief Electoral Officer and Principal Secretary to Government, Secretariat, Chennai 600 009 or through Registered Post with AD to the office of CEO. (However, Tender Documents sent through Registered Post should reach the CEO before the last date and time for receiving tender and CEO office would not be responsible for any postal delay

i.e. any bid received beyond the permitted time would not be considered even if the delay was only due to the postal delay)

7. Date and Place of Pre-Bid Meeting 05/11/2014, @ 1100 hrs. at the Office of the Chief Electoral Officer and Principal Secretary to Government, Secretariat, Chennai 600 009.
8. Due Date, Time and Place of submission of tender Not later than 24/11/2014, Monday, @ 03.00 P.M At the Office of the Chief Electoral Officer and Principal Secretary to Government, Secretariat, Chennai 600 009.
9. Date, Time and Place of opening of the Technical Bids On 24/11/2014, Monday, @ 3.30 PM at the Office of the Chief Electoral Officer and Principal Secretary to Government, Secretariat, Chennai 600 009
10. Date, Time and Place of opening of Price Bids Will be intimated only to the Technically Qualified Bidders



## 3. Scope of Work

The assignment is comprised of 2 tasks. First is that of the State Level Agency for MAINTENANCE & DEVELOPMENT OF ELECTORAL ROLLS MANAGEMENT SYSTEM (ERMS) along with associated activities towards conduct of elections in Tamil Nadu and second is the Annual Maintenance (AMC) of Related Hardware Equipment in Tamil Nadu. It is critical for the bidders to first understand the nature and scope of the work so that an informed bid is made for the assignment in subject.

**3.1 TASK 1:** State Level Agency for MAINTENANCE & DEVELOPMENT OF ELECTORAL ROLLS MANAGEMENT SYSTEM (ERMS) along with associated activities towards conduct of elections in Tamil Nadu.

**3.1.1 STATE LEVEL AGENCY** In continuation of the background contained in the Section 1 of this document, viz. the Preamble, the task 1 is the continuation of the task undertaken by state level agency since the year 2007. However, since over time a lot of developments have taken place in various fields related with the conduct of elections and electoral roll management like provision of online applications for inclusion, deletion etc.; de-duplicated and healthy electoral rolls, a modification of the scope of work has become warranted. Also, simultaneous progress in hardware and software have also happened like usage of mobile telephony and similar platforms and thereby positing a redefined expectation of public from the office of the CEO with regard to the way elections are conducted and the Electoral Rolls are maintained. Therefore, this section will describe contemporary expectation that the client (CEO) has from the potential bidders and the successful agency.

### 3.1.2 The Existing Systems with CEO and field offices:

- i. Operating System: Server: Windows NT/ Windows 2003
- ii. Nodes: Windows XP / Windows 7
- iii. Type of database: Currently, the database is being maintained in MS-SQL Server 2005 in the districts and MS-SQL Server 2008 –R2 in the Chief Electoral Officer's office.
- iv. Front end: The front end for the application software has been designed in ASP .Net Version 3.5 and VB.Net.
- v. Language and Data storage format: The entire electoral roll database is being maintained in Tamil and English. For 7 Assembly Constituencies bordering Karnataka, Kerala and Andhra Pradesh, the rolls are additionally maintained in Kannada/ Malayalam/ Telugu. The data are stored in Unicode font in the database. All the Images are being stored in the database itself in binary format.

♣(Also see Asset inventory in Appendix 2)

**3.1.3 Current Requirement of Technical Resources and their Desired Qualification:** The following manpower is expected from the successful bidder to be provided at the offices of CEO, District and Assembly Constituency.

Sl. No.	Position	Persons Required*
<b>LIST A: CEO Office, Chennai♣♣</b>		
1	Senior Programmer – Application Development& Network Support	1
2	Senior Programmer – Database Specialist	1
3	Senior Programmer –Application Development &GIS Development Support	1
4	Election Data Operator – Data Entry at CEO's Office	6

LIST B: DEOs Office**		
5	Programmer –at DEO's Office	32
6	Assistant Programmer – at DEO's Office	48
LIST C : For each Assembly Constituency**		
7	Election Data Operator – Assembly Constituency	234
<p>♣NOTE: May be increased depending upon the requirement. The SLA would have to supply any additional number of persons or lesser number of persons in each category depending on the administrative requirement. However, the CEO would give 15 clear days to the Agency to fill up any additional post.</p> <p>** See Appendix 1 for the locations at which resources to be placed as per List A through C mentioned above.</p>		

### 3.1.3.2 Qualification and Key Responsibilities of Technical

**Resources:** The qualification and experience requirements are given as follows:

Table II. Qualification and Experience requirements of the Resources.	
Position	Senior Programmer – Application Development& Network Support
Qualifications	<ul style="list-style-type: none"> <li>A graduate degree in Science / Mathematics / Computer Science / Statistics</li> </ul>
Experience	<ul style="list-style-type: none"> <li>At Least 8 Years of professional experience in the fields of Application Development, Programming, SDLC, etc.</li> <li>Experience in writing SRS documents, Development of Application in .NET framework using Visual Studio, HTML 5, CSS, etc.</li> <li>Ability to use configuration management software as Team Foundation Server and Project Management software as MS Project</li> <li>Excellent Problem Solving and Analytical Skills</li> <li>Excellent skills in Algorithm Development, Data Structures and DBMS</li> <li>Excellent skills in Quality Management and awareness of Quality frameworks</li> <li>Excellent Written and Oral communication skills in English</li> </ul>
Notes	<ul style="list-style-type: none"> <li>Experience can be relaxed to 6 Years for candidates having B.E. / B.Tech. / M.C.A. Degrees in Computer Science / I.T. and to 3 Years for candidates having these degrees from any I.I.T. / N.I.T.</li> <li>Relevant Certification from Microsoft - .NET / SQL / etc. will be an added advantage</li> <li>Knowledge and Experience of developing applications for any one of the major Mobile frameworks (Microsoft, Google Android, Apple) will be an added advantage</li> <li>Written and Oral communication skills in Tamil</li> </ul>
Position	Senior Programmer – Database Specialist
Qualifications	<ul style="list-style-type: none"> <li>A graduate degree in Science / Mathematics / Computer Science / Statistics</li> </ul>



<b>Experience</b>	<ul style="list-style-type: none"> <li>At Least 6 Years of professional experience in the fields of Database Management, Data Modeling, Database Design, Query Optimization, Database Tuning, etc.</li> <li>Experience in preparing requirements documents, development of logical, physical and ER data models</li> <li>Expertise in MS SQL Server</li> <li>Knowledge of development of Application in .NET framework using Visual Studio, HTML 5, CSS, etc.</li> <li>Ability to use configuration management software as Team Foundation Server and Project Management software as MS Project</li> <li>Excellent Problem Solving and Analytical Skills</li> <li>Excellent practical skills in data migration, data backups and restore, disaster recovery, configuration of database farms, etc.</li> <li>Excellent skills in Quality Management and awareness of Quality frameworks.</li> <li>Excellent Written and Oral communication skills in English</li> </ul>
<b>Notes</b>	<ul style="list-style-type: none"> <li>Experience can be relaxed to 4 Years for candidates having B.E. / B. Tech. / M.C.A. Degrees in Computer Science / I.T. and to 2 Years for candidates having these degrees from any I.I.T. / N.I.T.</li> <li>The Senior Programmer – Database Specialist may be required for 50% to 75% of the time as per the directions of the Client Manager and should be made available as per the requirement of the client.</li> <li>Relevant Advanced Certification from Microsoft - SQL Server, etc. will be an added advantage</li> <li>Written and Oral communication skills in Tamil</li> </ul>
<b>Position</b>	<b>Senior Programmer – Application Development &amp;GIS Development Support</b>
<b>Qualifications</b>	<ul style="list-style-type: none"> <li>A graduate degree in Science / Mathematics / Computer Science / Statistics / Science / Geography/ Geology or other relevant discipline</li> </ul>
<b>Experience</b>	<ul style="list-style-type: none"> <li>At Least 5 Years of professional experience in the fields of GIS.</li> <li>Practical experience of GIS based developments in one of the major tools and one open source tool that can integrate with Microsoft based software.</li> <li>Excellent Problem Solving and Analytical Skills</li> <li>Excellent skills in Quality Management and awareness of Quality frameworks</li> <li>Excellent Written and Oral communication skills in English</li> </ul>
<b>Notes</b>	<ul style="list-style-type: none"> <li>Experience can be relaxed to 3 Years for candidates having B.E. / B. Tech. / M.C.A. Degrees in Computer Science / I.T. and to 2 Years for candidates having these degrees from any I.I.T. / N.I.T.</li> <li>The Senior Programmer – GIS Specialist may be required for 50% to 75% of the time as per the directions of the Client Manager and should be made available as per the requirement of the client.</li> <li>Relevant Certification will be an added advantage</li> <li>Written and Oral communication skills in Tamil</li> </ul>
<b>Position</b>	<b>Election Data Operator – Operations and Data entry</b>
<b>Qualifications</b>	<ul style="list-style-type: none"> <li>Degree Pass with Computer Science as one of the subjects with 3 Years of Experience</li> </ul>
<b>Experience</b>	<ul style="list-style-type: none"> <li>Excellent Written and Oral communication skills in English</li> </ul>


<b>Notes</b>	<ul style="list-style-type: none"> <li>• Candidates having qualifications in typing from the Government of Tamil Nadu will be preferred.</li> <li>• Candidates having a diploma / degree in computer science will be preferred.</li> <li>• Candidates with experience in trouble-shooting of computer systems / hardware / software / OS Installation / Application Installation, etc. will be preferred</li> <li>• Candidates having experience in Data Entry and / or Programming will be preferred</li> <li>• Written and Oral communication skills in Tamil</li> </ul>
<b>Position</b>	<b>Programmer – Operations and Maintenance</b>
<b>Qualifications</b>	<ul style="list-style-type: none"> <li>• Degree with Computer Science as one of the subjects with 3 Years of Experience</li> </ul> OR <ul style="list-style-type: none"> <li>• a Graduate degree in Computer Science with 1 Year of Experience</li> </ul>
<b>Experience</b>	<ul style="list-style-type: none"> <li>• Excellent Written and Oral communication skills in English</li> </ul>
<b>Notes</b>	<ul style="list-style-type: none"> <li>• Candidates having qualifications in typing from the Government of Tamil Nadu will be preferred.</li> <li>• Candidates having a diploma / degree in computer science will be preferred.</li> <li>• Candidates with experience in trouble-shooting of computer systems / hardware / software / OS Installation / Application Installation, etc. will be preferred</li> <li>• Candidates having experience in Data Entry and / or Programming will be preferred</li> <li>• Written and Oral communication skills in Tamil</li> </ul>
<b>Position</b>	<b>Assistant Programmer – Operations and Maintenance</b>
<b>Qualifications</b>	<ul style="list-style-type: none"> <li>• Degree Pass with Computer Science as one of the subjects</li> </ul>
<b>Experience</b>	<ul style="list-style-type: none"> <li>• Excellent Written and Oral communication skills in English</li> </ul>
<b>Notes</b>	<ul style="list-style-type: none"> <li>• Candidates having qualifications in typing from the Government of Tamil Nadu will be preferred.</li> <li>• Candidates having a diploma / degree in computer science will be preferred.</li> <li>• Candidates having experience in Data Entry and / or Programming will be preferred</li> <li>• Written and Oral communication skills in Tamil</li> </ul>
<b>Position</b>	<b>Election Data Operator – Operations and Data Entry</b>
<b>Qualifications</b>	<ul style="list-style-type: none"> <li>• Grade 12<sup>th</sup> Pass with Computer Science as one of the subjects OR a Graduate degree with Computer as one of the subjects</li> </ul>
<b>Experience</b>	<ul style="list-style-type: none"> <li>• Excellent Written and Oral communication skills in English</li> </ul>
<b>Notes</b>	<ul style="list-style-type: none"> <li>• Candidates having qualifications in typing from the Government of Tamil Nadu will be preferred.</li> <li>• Candidates having a diploma / degree in computer science will be preferred.</li> <li>• Candidates having experience in Data Entry and / or Programming will be preferred</li> <li>• Written and Oral communication skills in Tamil</li> </ul>

### 3.1.4 Key Responsibilities of Technical Resources:

Following is the description of the Key Responsibility Areas for the personnel:

Site	Macro Task*	Micro Task*
<b>CEO</b> (LIST A)	I. Software Application and related aspects	1. Designing Application software 2. Developing Application software 3. Testing of Application software 4. Deployment of software 5. Maintenance of software 6. Version control maintenance of the software 7. Documentation of software 8. Following the full cycle of SDLC (Software Development Life-Cycle) 9. Following the standards 10. Maintaining backups of software developed
	II. Database maintenance and related aspects:	1. Maintenance of control tables 2. Maintenance of elector tables 3. Maintenance of database in different languages (Tamil/ English/ Malayalam/ Telugu/ Kannada) 4. Maintenance of EPIC Tables 5. De-duplication software for the healthy electoral roll that would remove EPICs covering photographic, textual, and phonetic duplicates with around 90% precision. 6. Maintenance of data in the format prescribed by Election Commission of India. (currently Unicode) 7. Maintaining regular backups of database 8. Support for Printing of electoral roll 9. Preparation of ABCD Rom (at the DEO Level) 10. Preparation of PSCD Rom (at the DEO Level)
	III. Web based applications: The following activities are to be carried out as part of web based applications as per the requirements of ECI and the CEO's Office	1. Maintenance of ERMS application and updating the version as per the requirements of CEO/DEO. 2. Design of Static Pages 3. Design and development of Dynamic Pages 4. Hosting the designed web site at NIC Servers 5. Periodic updating of the web site 6. Development of Web Based Applications for Reporting System and maintaining the existing Web Based Reporting Applications. Technical guidance/ consultancy, project management, procurement and training of vendors 7. Providing assistance in project management, assistance in procurement of hardware and software and technical guidance/

		<p>consultancy in projects/ activities pertaining to electoral administration, if outsourced, like EPIC/ Photo Rolls preparation, Data Entry of Rolls, Printing of Rolls etc. (this may include <i>inter alia</i> framing of Tender) and ensuring that all deliverables specified in the Tender are clearly received</p> <p>8. Website: Maintenance of website, updation, content creation, hosting and development of new web based applications across platforms, including mobile based.</p> <p>9. Interface with telecom based systems for sending automatic messages (SMS), pre-defined mobile based search queries, and related application development</p> <p>10. Ad hoc projects/ activities</p> <p>11. Undertaking new software development relating to electoral administration and its deployment etc. which cannot be handled by the normal set-up of computer professionals deployed by the Agency for the above activities</p>
<p><b>DEO</b></p> <p><b>(LIST B)</b></p>	<p>I. Development, maintenance and updating of Electoral Rolls software (ERMS):</p>	<p>1. Election Commission's guidelines regarding data table structures, storage, print formats, etc. should be fully complied with.</p> <p>2. AB-CDs and PS-CDs should also be as per Commission's guidelines]</p> <p>3. Consolidation, integration, maintenance, cleaning of the databases as and when required</p> <p>4. Providing periodic up-to-date versions of the ERMS application</p> <p>5. Development and Maintenance of the Software for Online Registration</p> <p>6. Development of Software relating to Summary Revisions, Conduct of Elections and as and when required for the Chief Electoral Officer</p> <p>7. Carry out deduplication as per the instructions of the CEO and the software developed in CEO's office.</p> <p>8. Giving training to data entry vendors, as and when required, and so indicated by the CEO</p> <p>9. Assisting the Department in deploying system and data entry operators and hiring of computers during Electoral Rolls Revision Process</p>

<b>AC</b>  <b>(Assembly Constituency)</b>  <b>(LIST C)</b>	I. The EPIC centres	<ol style="list-style-type: none"> <li>1. the EPIC Operator positioned by the Agency will record receipt of Forms 6, 7, 8, 8A and send reports/ information periodically to DEO's/ CEO's office.</li> <li>2. Furnishing the Forms received to the ERO/ AERO or their staff concerned. Besides, data entry for all changes ordered by ERO/AERO will be done (during non-summary revision period) at the EPIC centre and transmitted to DEO's office</li> <li>3. The state is switching over to printing of PVC EPIC card, and has already placed vendors for the same. Therefore, the existing EPIC centres will continue to perform all the above functions except for printing of EPIC/Duplicate EPICs. They would create virtual EPICs in required format for the District Election Officer to be given to PVC Operator in CDs for printing.</li> <li>4. All data entry work except for summary revision forms for which DEO will make separate arrangement.</li> </ol>
	II. Electoral Photo Roll	<ol style="list-style-type: none"> <li>1. Using the images obtained through the EPIC campaigns, scanning of miniatures, scanned pass port size photographs and images captured through digital cameras, photo electoral rolls will be generated.</li> <li>2. Maintenance of GIS application software on electoral roll &amp; other election related information.</li> <li>3. Any other project/ activity relating to electoral administration</li> </ol>
	III. Software	<ol style="list-style-type: none"> <li>1. Randomisation and any other election-related software</li> <li>2. Development and updation of software for randomization of polling parties and allocation of polling stations thereto or any other election-related software</li> <li>3. Genesys software: Training of district teams in running GENESYS software during actual elections and to ensure its trouble free use during actual elections.</li> <li>4. Ensuring smooth and correct printing of multiple copies of (photo) electoral rolls whenever required.</li> </ol>
 Any other activity relating to electoral administration, if not specifically delineated here.		

### 3.1.5 EXTERNAL SOFTWARE, LICENSES, and SOURCE CODE

**ISSUES:** It is the intention of the Department to have all software development done in-house and minimise the purchase of off-the-shelf software once the SLA is in place so as to avoid wasteful

expenditure. Also, since much of the activity in the department is confidential and will require customized development of software, it is expected that the SLA keeps this expectation in mind while proposing the names of software professional, particularly for the site A, i.e. The CEO's office. Development of any software for the requirement in the Election Department will be the responsibility of the vendor which he has to do through the professionals deployed at the Client's site. Generally, no software should be recommended to be procured from the market. In case the professionals in place at any time, fail to deliver the required software, the agency is required to bring in the suitable resources who can develop the required software and replace them with the sanctioned positions till the desired software/handholding or the development is achieved. In case, only as a matter of last resort any off-the-shelf software is required to be procured, the rationale for the same has to be certified by the agency on grounds of exigency, effectiveness and cost, and prior approval by the CEO is essential. The licenses of the commercial software, if procured, will be in the name of Chief Electoral Officer, Tamil Nadu. Also, all the software developed by the Agency for the electoral administration using the funds of the Department will be the sole property of the Public (Elections) Department (including the source codes). The agency cannot use the software developed for the Public (Elections) Department elsewhere without the specific approval of the Department.

### 3.1.6 Conditions for Personnel: The Technical Resources will have following conditions for their working:

1. . The personnel would be required to operate full time from the designated place of duty as specified by the CEO as per appendix 1.
2. The personnel would be required to work on all government working days as per the directions of the controlling officer. In case of

exigencies, the personnel may be required to work on weekends / holidays also.

3. The Personnel should be eligible for 1 day of leave every month on a working day, which they may take with the prior permission of the Officer In charge. The leave can be carried forward to the next month (up to 1 Year) and shall only be taken with the permission of the supervising officer.
4. The Personnel are required to ensure that their signed attendance is attested by the Officer in charge every month.
5. The CEO and the Agency agree that the professionals whose services are provided by the Agency on contract basis shall be under the direct control of the CEO, at the State headquarters, Chennai and under the direct control of the District Election Officers in the districts.
6. If the exigencies of work so demand, the persons deployed by the Agency may be redeployed to other locations with the approval of Chief Electoral Officer / Joint CEO/ DEOs.
7. The CEO and the Agency agree that the manpower deployed by the Agency should report to the Officials concerned as authorized by the Department about their attendance, leave and report other matters connected with the work.
8. The Agency should submit the remuneration bills based on the Attendance reports from the Nodal Officers (ST(Election) / PA(Election) / DRO(Election) / SO Public(Election)

### 3.1.7 Remuneration, Escalation, Payment Milestones, Service Levels and Penalties: TASK 1

**3.1.7.1 Remuneration to resources** the technical resources supplied by the agency shall have a fixed remuneration and the agency will be eligible only for the administrative charge over and above that remuneration. The tabulated details for the same are as below:



REMUNERATION BREAKDOWN: TASK 1				
#	Positions	Personnel	Remuneration (“Rs. Per Person per Month) for the first year[incl. EPF and ESI]♣	Remuneration (total)- Position wise-per month-for the first year [incl. EPF and ESI]♣
A	B	C	D	E
1	Senior Programmer – Application Development & Network Support	1	50,000	50,000
2	Senior Programmer - Database Specialist	1	50,000	50,000
3	Senior Programmer –Application Development &GIS Development	1	50,000	50,000
4	Election Data Operator – at CEO’s Office	6	10,000	60,000
5	Programmer – Office of DEO’s	32	21,500	6,88,000
6	Assistant Programmer – Office of DEOs	32	16,600	5,31,200
7	Assistant Programmer – Office of DEO’s  (For Districts having more than 10 Assembly Constituencies)	16	16,600	2,65,600
8	Election Data Operator	234	10,000	23,40,000
	TOTAL		224700	40,34,800
9	Add Administrative Charges {Bidding Parameter-Task 1}			--%--
Note: ♣The agency should pay the amount mentioned in column “D” to the employees, which includes the statutory deductions such as EPF and ESI. Any penalty levied on the Agency shall be paid by the Agency from the administrative charges and not deducted from the remuneration. ♣The Quote of the agency would be the ADMINISTRATIVE CHARGES as % of total monthly remuneration. ♣Remuneration for each subsequent year shall be linked to the Consumer Price Index (Urban), MoSPI, Govt. of India, and will be worked out as per the formula given in this document.				

3.1.7.2 Remuneration Escalation the remuneration of a resource shall also be linked to an inflation index (CPI-Urban-TN, issued by the



CSO, MOSPI, GoI) that will revise the remuneration year on year, calculable at the beginning of the year. The calculation for this shall be done as per the formula given below along with an example:

### **TASK 1: Escalation Formula**

Remuneration paid in INR pursuant to the rates set forth for the first year as shown in form FIN 2 shall be adjusted every 12 month by applying the following formula:

$$R_l = R_{l_0} \times \frac{I_l}{I_{l_0}}$$

Where,

$R_l$  is the adjusted remuneration;

$R_{l_0}$  is the remuneration payable on the basis of the remuneration rates (**table above**) in INR;

$I_l$  is the **official index\*** for salaries adopted by the O/o CEO for the first month of the year for which the adjustment is to have effect; and

$I_{l_0}$  is the **official index\*** for salaries adopted by the O/o CEO for the month of the date of the Contract.

♣ **official index** for salaries adopted by the O/o CEO: Consumer Price Index (URBAN) for the Tamil Nadu State;

♣ **Issued by:** Government of India, Ministry of Statistics And Programme Implementation, Central Statistics Office.

Example Calculation for Price Escalation		
Position (eg.)	Data Entry Operator	
Index Month / Year	Jan-15	
Index Value	138.1	
Salary	10000	
<b>Hypothetical Case 1</b>		
Index Month / Year	Jan-16	
Index Value	150	
Salary	10861.69442	In this case, if the price has escalated moderately, a moderate increase in salary is anticipated. This will be rounded off to nearest 10 <sup>th</sup> unit.
Salary	<b>10860</b>	Rounded off
<b>Hypothetical Case 2</b>		
Index Month / Year	Jan-16	
Index Value	130	
Salary	9413.468501	In this case, a reduction in Index value also leads to a reduction in the salary. This will be rounded off to nearest 10 <sup>th</sup> unit.
Salary	<b>9410</b>	Rounded off
<b>Hypothetical Case 3</b>		
Index Month / Year	Jan-16	
Index Value	276.2	

Salary	20000	In exceptional situation, if the index doubles (showing very high inflation), then there is a corresponding effect to on the salary also)
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CVs of all the personnel being deployed should be provided before they are deployed. The following details should be provided by the Agency in the CVs – Name, Date of Birth, and Copies of Company Identity cards, Permanent Address proof, Address during the last 10 years, Any Criminal or Civil Record, Educational Qualifications, Experience. There may be Police / Security Clearance checks conducted against the personnel and the CEO may ask for any or all personnel to be replaced, which would be required to be complied with immediately.

#### 3.1.7.3 The conditions precedent for release of any payment by the CEO:

1. Signing of Contract
2. Signing of Non-Disclosure Agreement by all the persons involved in the assignment.
3. Submission of an irrevocable Bank Guarantee of the Contract amount in the format specified to this office.
4. Monthly invoice
5. Certification of attendance: It is expected from the vendor to put in place a **Biometric Attendance System (BAS)** at all the sites mentioned through List A to List C as described in appendix 1. The BAS shall have to be monitorable at the office of the CEO on live viewing basis. The centrally generated report will be accepted as the certificate of attendance. This system has to be put in place by the Agency as early as possible, but not later than the deadline fixed by the CEO. Till then the certificate of attendance has to be obtained by the Agency from each controlling authorities at locations A and B (Location C also through authority at B) and appended with the monthly invoice.

The Payment Stages: TASK 1		
#	Stage	Payment Percentage
1	Advance Payment	None
2	Monthly Payments for Services Performed Payments Less Penalties imposed if any♣	Monthly based on attendance of personnel
♣Quarterly EPF and ESI deductions statement essential for processing of bills		

**3.1.7.4 Service Levels** Based on the conditions specified, the personnel are expected to have a 100% attendance at the offices as per the Calendar of the Government of Tamil Nadu.

**3.1.7.5 Penalties** There will be deduction of Payment for Milestone 2 in the following Manner:

- i. A 100% attendance is required as per the working days of the Government of Tamil Nadu. Casual leaves (CL) in a year allowed are 12.
- ii. Attendance greater than or equal to 90%, after deducting the CLs will not attract a Penalty. However, Remuneration Payments will only be made on a Pro-rata basis, for the actual attendance. Administrative charge also will be paid on pro-rata basis accordingly.
- iii. Similarly, attendance below 90% for any given personnel will cause the administrative charge quoted by the bidder for such resource position to be deducted from the payments made in proportionate manner. This will be in addition to the deductions from remuneration made for pro-rata attendance of the resource.
- iv. In addition, there will be penalty levied on absence of a person or a post remaining vacant for more than seven days,

excluding eligible CL, in a month at the rate of 2% of the monthly administrative charge (i.e. total administrative charges due, if no absence was there) for that post per day, subject to a maximum of 25% of the normally due monthly administrative charge for that post. . This is the penalty on the Agency for not being able to provide resource as per the terms of engagement.

- v. The selected Agency is required to ensure complete payment to all the personnel deployed for this engagement as per Column E of FIN-3. Only the administrative charge can be kept by the firm. The firm has to mandatorily produce evidence every month that complete payment has been made to the employee in the form of Salary Slip / PF Statement / TDS Statement, etc. If at any stage it is found that the Agency is paying less than the given amount to the staff members, a penalty of 100 times the difference will be collected from the firm. However, the mandatory deductions like ESI and EPF will be deductible from the remuneration payable to the individual as per Form FIN-3 by the Agency.

**3.1.8 Replacement/Substitution of Personnel** Upon the request of the CEO, any specified personnel should be replaced within 14 calendar days. The replacement should satisfy the conditions prescribed for that resource and approval of CEO should be taken before deploying the resource. The Agency may not replace any personnel without the reason of separation from the organisation. Replacement / Fresh Appointment should be done on approval of the CEO. If any Personnel gone on Long leave due to Medical reasons, suitable substitute to be provided in consultation with the CEO.

**3.1.9 Sub-Contract.** Agency **shall not** sub-contract or permit any third party to perform any of the work, services or other performances required for the agency under this agreement for this task.

**3.1.10 CEO's Input and Materials:** The CEO would provide the following facilities to the Agency:

- A. Office Space
- B. Suitable Internet Connectivity.
- C. Appropriate Computing Infrastructure.
- D. Any other supplies / consumables / infrastructure as required for the performance of duties.



### **3.2: SCOPE OF WORK: TASK 2: ANNUAL MAINTENANCE OF ELECTION RELATED HARDWARE EQUIPMENT IN TAMIL NADU:**

**3.2.1 Services:** Agency shall provide the following services to keep Computer and its peripherals equipment in good working condition:

- I. **Scheduled preventive maintenance** determined as per approved asset inventory in Appendix 2
- II. **Unscheduled on-call corrective and remedial maintenance service** to set right the malfunctions of the system. This may include replacement of unserviceable parts in computer and printer to put the equipment in good working condition.

**3.2.2 The Service and cost of consumables:** AMC service shall be provided at site and shall cover replacement/repair of defective parts and necessary manpower for corrective/preventive maintenance of the computers and its peripherals. The maintenance besides servicing shall also include replacement of all parts such as mother boards, hard disk (HDD picture tube, keyboard, mouse, Network Card, CD-ROM drive etc.) The system maintenance will not include the cost of consumables, like ribbons, tapes, Platen Knob, fuser assembly, toner cartridge, CDs and

DVDs and batteries.

**3.2.3 Call and Call time:** Agency shall carryout 12 preventive maintenance calls in a year of each equipment installed at various offices. During such preventive maintenance, Agency's technician shall paste a sticker on the equipment revealing the following information:

- a) The date of next service by the Agency
- b) Address of the nearby Agency's service centre
- c) Telephone number of the Service Centre / mobile number of service engineer

AMC services should be available between 10.00 hrs and 18.00 hours on all working days excepting Government Holidays. During the time of general/ bye-elections AMC services should be provided as and when required. Agency shall attend on all services within 2 hours in the Chief Electoral Officer's Office and within 5 hours (apart from travelling time) in the office of the District Election Officers/ Assembly Constituencies. During the periods of elections, the down time should be nil.

**3.2.4 Sub-Contract** Agency **shall not** sub-contract or permit any third party to perform any of the work, services or other performances required for the agency under this agreement for this task.

**3.2.5 Maintenance Certificate:** The agency shall furnish a "Satisfactory Maintenance Certificate" obtained from the personnel authorized by the DEO once in a quarter and enclose it with their bill.

**3.2.6 AMC rate, Escalation, Payment and Penalty** while quoting his bid for the costs towards the AMC, the bidder is required to quote percentage (%) of the total asset value put out for the AMC as per the appendix 2. The assets are divided into 3 categories, and the rates for AMC in % terms need to be quoted for each. This is tabulated as below:

Sl. no.	Nature of equipment♣♣	AMC rate (average) for equipment beyond warranty period (as % of basic price)♣
1	Server Desk Top/ node/ Lap top (Y <sub>1</sub> )	Y <sub>1</sub> %
2	Peripherals- printer, scanner, digital camera, external hard drive, CD writer, optical mouse, floppy drive (Y <sub>2</sub> )	Y <sub>2</sub> %
3	Networking equipment- modem, switch, router etc.(Y <sub>3</sub> )	Y <sub>3</sub> %
Note: ♣The above list will not include consumables ♣♣ Check the Appendix 2 for the detailed inventory list and equipments under above mentioned three categories.		

**Escalation:** There shall be no escalation in the AMC charges during the period of contract.

**Payment:** The cost towards the regular maintenance would be paid quarterly to the Agency starting with January, April, July and October against invoices/ bills to be submitted by the Agency as per the prescribed manner.

Any expenditure incurred by the Agency towards parts/ consumables not covered by the contract will be reimbursed by the Department periodically.

**Penalty:** If the time taken for repair exceeds more than 24 hours, a standby/replacement of the same or higher configuration of a genuine make will be provided. The equipment which is down should be restored to good working condition within 48 hours. Otherwise, the company shall be liable for a penalty of 2% per week on the AMC value of the system subject to a maximum of 10% of the annual AMC value.

In case the Agency fails to take up preventive maintenance in any month of any machine a penalty of 20% of proportionate AMC charge for the month would be levied for the month. However, if no preventive maintenance is done at all in any quarter, the penalty would be 75% of proportionate AMC charge for that quarter.

Notwithstanding anything contained in the penalty clause,

CEO reserves the right to blacklist the Successful Bidder from taking part in any of the procurement operations of CEO or/and other state government agencies for a minimum period of three years from the date of blacklisting for failure to carry out supply in time or according to the quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties.

**3.2.7 Standby/Higher functionality:** Agency shall provide standby machine of the same capacity and same configuration, in case if the Agency shifts the machines from the office of the Chief Electoral Officer, Chennai/any District Election Officers office in the district to their centre. Agency shall replace defective computers/ its peripherals with parts or equipment having equivalent or higher functional capabilities.

**3.2.8 Help Desk:** Agency is required to set up a suitable help desk for lodging of complaints. Modes of logging complaints shall be Online (through a software application as developed / utilized by the Agency) / through E-mail or through a Telephone to a Toll free number (Toll free number to be procured by the Agency). A backup Tamil Nadu based number should also be provided. The agency should establish a proper system of recording the complaints and on registration of complaint shall provide the complaint number, time of complaint. The complaint number should be the basis of all further interactions with the agency. For the Systems under warranty, the agency is required to maintain good liaison with the supplier to ensure correction of the fault.

**3.2.9 MIS:** Agency is required to provide suitable MIS Reports to the CEO and its officers regarding calls received, attended, solved, pending etc., based on various factors including Districts, Offices, Groups etc., and also regarding preventive maintenance done on each machine every month

**3.2.10 ITIL** Agency is required to follow the International Latest Process Standards (ITIL) under this contract.





## 4. Instructions to Bidders

### -General

- i. **Read all instructions:** The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.
- ii. **Familiarize:** It will be imperative for each Bidder(s) to familiarize itself/ themselves with the ground situation of the sites of the services as well as prevailing legal situations for the execution of contract. The Department shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- iii. **Failure of appraisal:** It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by this Department. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- iv. **Bids:** The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- v. **Timelines:** The Bidder should be fully and completely responsible to this Department for all the deliveries and deliverables within the stipulated timelines.
- vi. **Pre-bid meeting:** The Agency (ies) should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference. Attending any such pre-proposal conference is optional and is at the Agency (ies)' expense. Please check the Tender Schedule for the date and venue of this meeting.
- vii. **Conflict of Interest:** The Agency is required to provide professional, objective, and impartial advice, at all times holding the

CEO's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. Also, the Agency has an obligation to disclose to the CEO any situation of actual or potential conflict that impacts its capacity to serve the best interest of its CEO. Failure to disclose such situations may lead to the disqualification of the Agency or the termination of its Contract and/or sanctions by the CEO.

- viii. **Sanctions:** A firm or an individual blacklisted by the Government of India or any other State Government within India shall be ineligible to be awarded this contract, or to benefit from any subsequent work under this contract provided the black list continues to subsist on the last date of accepting tenders.
- ix. **Only one Proposal:** The Agency (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If an Agency, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected
- x. **Joint Venture terms for the assignment:** Joint Ventures are allowed. Bids submitted by a Joint Venture (JV) of **not more than three firms** as partners/members shall comply with the following requirements:
  - a) There shall be a Joint Venture Agreement between all members specific to the current assignment, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work. For the purpose of this clause, the lead member will be the single point of contact. A copy of the Joint Venture agreement shall have to be submitted as form TECH 3 for technical evaluation.
  - b) The bid, and in the case of the successful bidder, the Form of Agreement, etc., shall be signed and / or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). On award of work, the Form of Agreement and Contract Documents shall be signed by all partners of the Joint Venture to conclude Contract Agreement.
  - c) Lead member shall be nominated as being member/partner-in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners.
  - d) The lead member shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively

through the lead member. A copy of the said authorization shall be furnished in the Bid as part of form Tech 3.

- e) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (c) above as well as in the Form of Tender and the Form of Agreement (in case of a successful bidder).
- f) In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the lead member, or in the case of the lead member being the defaulter, by the partner nominated as Lead Member of the remaining Joint Venture. The Lead member shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally or higher competent party acceptable to the CEO, TN to ensure the execution of that part of the Contract, as envisaged at the time of bid. In case the Joint Venture was technically qualified only because of any parameter/contribution of the defaulting partner, then the replacement partner should have the same qualifications. Failure to comply with the above provisions will make the Contractor liable for action by the CEO under the Conditions of Contract. If the Lead Partner defined as such in the Communication approving the qualification defaults, it shall be construed as default of the Contractor and CEO will take action under the Conditions of Contract.
- g) Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub clause (f) above, all the partners of the Joint Venture will retain the full and undivided responsibility for the performance of their obligations under the Contract and/ or for satisfactory completion of the Works.

- xi. **Bid Validity:** The Agency's Proposal must remain valid after the Proposal submission deadline for 180 days. During this period, the Agency shall maintain its original Proposal without any change; the proposed rates and the total price. The CEO will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the CEO may request, in writing, all Agency (ies) who submitted Proposals prior to the submission deadline to extend the Proposals' validity. If the Agency agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal. The Agency has the right to refuse

to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

- xii. **Sub-Contracting:** The Agency **shall not** subcontract the whole or part of the Services. If any information is received on any subcontracting having been done by the successful bidder at any point of time during the subsistence of contract, a penal amount equivalent to one month of administrative charge shall be levied and the contract may also be liable to be cancelled at the discretion of CEO.

- xiii. **Force Majeure:** obligations due to causes or contingencies beyond their reasonable control such as:

- ♣ Natural phenomena including but not limited to earthquakes, floods and epidemics.
- ♣ Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions; accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

- xiv. **Arbitration:** Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the Chief Electoral Officer (CEO), Government of Tamil Nadu.

If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the CEO. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter. It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties. The venue of the arbitration shall be Chennai and language English. The fees of the Arbitrator

and expenses incidental to the arbitration proceedings shall be borne equally by the parties.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause. Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.



## 5. Eligibility Criteria

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

<b>Technical Eligibility</b>	<p><b>The Bidder or all members of a JV (unless otherwise stated) must meet the following minimum qualifications as on date of submission of the Proposals.</b></p> <ol style="list-style-type: none"> <li>1. Be a registered company (under the Indian Companies Act) operating in India for at least the past 05 years. <i>Please attach a copy of the Registration Certificate.</i></li> <li>2. The Bidder or the Lead Member of a JV must have an office in Chennai or undertake to set up an office within 15 days of signing of contract.. <i>Please attach a certificate from the HR / Location Administrative / Facilities Manager or an undertaking for setting up an office in Chennai within 15 days of signing of contract.</i></li> <li>3. The Bidder or the Lead Member of a JV must have an annual turnover of Indian Rupees Hundred Crores for each of the past three audited Accounting Years. <i>Please attach a certificate from the Chartered Accountant or the Annual Report of the Past three audited years..</i></li> <li>4. The Bidder or the Lead Member of a JV must have a Positive Net Worth for any two years in the preceding five audited accounting years. <i>Please attach a certificate from the Chartered Accountant or the Annual Report of the Past three audited years.</i></li> <li>5. Should not hold any sanction / black-listing by any government / quasi government agency or any Multi-Lateral Donor Body (World Bank, ADB, JICA, etc.) persisting on the last due date of receipt of tender <i>Please attach a self-declaration stating the above.</i></li> <li>6. The Bidder or any one Member of a JV should have executed minimum two projects in the last five years that require deploying at least 75 personnel in each in related services <i>Please attach relevant project citations mentioning the project title, the value of the contract, the contract duration, the number of personnel deployed, and project work order / completion certificates. If the project is in continuation, it should have started at least 1 year ago and a certificate with this regard from the CEO should be attached. Related services include Software Development, Software</i></li> </ol>
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<b>Technical Eligibility</b>	<p><i>Support, Software Operations and assistance and Data Entry operations. (Mere printing of electoral rolls, etc. will not be regarded as related service).</i></p> <p>7. The Bidder or any one Member of a JV should have at least 300 persons on its current payroll. <i>Please attach a self-declaration with this regard from the Human Resources Head / Director / other equivalent senior leadership position.</i></p> <p>8. The Bidder or any one Member of a JV should have at least 50 persons who are engaged in IT / Systems Development and Maintenance Activities. <i>Please attach a self-declaration with this regard from the Human Resources Head / Director / other equivalent senior leadership position.</i></p> <p>9. The Bidder or any one Member of a JV should have CMM Level 3 (or above) <i>Please attach copy of certificate highlighting the expiry date of the certificate.</i></p> <p>10. The Bidder or any one Member of a JV should have executed projects in the last five years that require AMC for at least 300 devices such as Computers, Printers at the same time, with at least one project having at least 150 devices. <i>Please attach relevant project citations mentioning the project title, the value of the contract, the contract duration, the number of personnel deployed, and project work order /completion certificates. If the project is in continuation, it should have started at least 1 year ago and a certificate with this regard from the organization for whom the service was offered should be attached.</i></p> <p>11. The Bidder or any one Member of a JV should have at least 50 persons who are engaged in AMC / Computer Maintenance Activities. <i>Please attach a self- declaration with this regard from the Human Resources Head / Director/other equivalent senior leadership position.</i></p> <p>12. The Bidder or any one Member of a JV should have ISO 9000 series certification. <i>Please attach copy of certificate highlighting the expiry date of the certificate.</i></p> <p>13. Should have valid Service Tax Registration. <i>Please attach a copy of the PAN and the Service Tax Registration.</i></p>
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**PLEASE NOTE:** Applying firms are required to provide documentary evidence of meeting all the above requirements. Bidders should ensure that they have submitted all the required proof without fail, Bids received without supporting documents to prove their eligibility are **liable for rejection**, The Bidder, if successful, would be required to meet all the above conditions during the **entire duration** of execution of this contract.

BIDS THAT ARE FOUND RESPONSIVE AND QUALIFY ON ALL THE ELIGIBILITY CONDITIONS HERE **SHALL** ONLY BE CONSIDERED FOR FINANCIAL OPENING.





## 6. Bid Preparation and Submission

### 6.1 Cost of Bidding

The Bidders should bear all costs associated with the preparation and submission of Bids. The Department will in no way be responsible or liable for the charges/costs incurred regardless of the conduct or outcome of the bidding process.

### 6.2 Tender Document Fee

Hard copy of tender document can be purchased from the office of CEO on payment of Rs 5000/- through Demand Draft or Banker's Cheque in favour of 'The Chief Electoral Officer and Principal Secretary, Public (Elections) Department, and payable at Chennai.

The Tender Documents can also be downloaded free of cost from the websites mentioned in the Tender Schedule. The Tender document fee is waived for such downloaded documents.

### 6.3 Earnest Money Deposit (EMD)

An EMD amount of Rs.15,00,000/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "The Chief Electoral Officer and Principal Secretary to Government, Public (Elections) Department" payable at Chennai. The Demand Draft or Banker's Cheque should be submitted along with other eligibility criteria documents in Cover- A. The bidder may also submit an irrevocable bank guarantee valid for one year from any bank in favour of 'The Chief Electoral Officer and Principal Secretary to Government, Public (Elections) Department'.

The EMD of the unsuccessful Bidders will be returned at the expense of the Bidders within a reasonable time consistent with the rules and regulations in this behalf. The EMD amount held by the department till it is refunded to the unsuccessful Bidders will not earn any interest thereof.

- b) The EMD amount of the Successful Bidder can be converted as part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfillment of the Contract.
- c) The EMD amount will be forfeited, if the Bidder withdraws the bid during the period of its validity specified in the tender or if the Successful Bidder fails to remit Security Deposit or fails to sign the Contract within the due dates.

#### 6.4 Letter of Authorisation

A letter of Authorisation from the Board of Directors / appropriate authority of the bidder, or all the partners in case of a JV, authorising the Tender submitting authority or a Power of Attorney should be submitted in the Technical bid, otherwise the Bids will be summarily rejected.

#### 6.5 Two Part Bidding

Bidders should examine all instructions, Terms, Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidder's risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be treated as non-responsive and will be rejected.

#### 6.6 Technical Bid (Envelope-A)

- a) The Technical Bid format as given in the Tender shall be filled, signed and stamped on all pages. Errors if any shall be attested by the Bidders. The Technical Bid shall not contain any indications of the Price; otherwise the Bid will be summarily rejected.
- b) The Technical Bids shall be typed, serially numbered, signed and stamped in all pages by the authorized signatory of the Bidder. Any alternations, deletions or overwriting shall be attested with full signature of the authorized signatory.
- c) The Technical Bid with supporting documents and the EMD cover should then be put in a separate cover and sealed appropriately. The Technical Bid cover should be super scribed as "**TECHNICAL**–“Selection of State Level Agency for MAINTENANCE & DEVELOPMENT OF ELECTORAL ROLLS MANAGEMENT SYSTEM (ERMS) along with associated activities towards conduct of elections and Annual Maintenance of Related Hardware Equipment in Tamil Nadu”(Envelope-A); Tender No. \_\_\_\_\_ Due on \_\_\_\_\_. The “FROM Address” and “TO Address”

should be clearly written in the cover otherwise the Bid is liable for rejection.

### 6.7 Price Bid Form (Envelope-B)

- a) All the Price items as asked in the Tender should be filled in the Price Bid Format as given in the Tender.
- b) The price quoted by the bidder shall be as per the bidding parameters discussed in the section 7. No additional cost on any head can be claimed by the Successful Bidder during execution of the contract.
- c) The Price Bid Form should not contain any conditional offers or Variation clauses, otherwise the Bids will be summarily rejected.
- d) The Prices bid shall be only in %age terms. The tender is liable for rejection if Price Bid contains conditional offers.
- e) The Price Bid shall be typed and shall be signed by the authorized signatory in all pages. Any alterations, deletions or overwriting shall be attested with full signature of the authorized signatory.
- f) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted except as provided for in this tender document. The Bidders should particularly take note of this factor before submitting the Bids.
- g) Price Bid shall be placed in sealed separate covers and super scribed as Price Bid and then only should be placed in (Envelope-B) and sealed appropriately. The Price Bid cover shall be superscribed as **“PRICE BID—“**Selection of State Level Agency for MAINTENANCE & DEVELOPMENT OF ELECTORAL ROLLS MANAGEMENT SYSTEM (ERMS) along with associated activities towards conduct of elections and Annual Maintenance of Related Hardware Equipment in Tamil Nadu” (Envelope-B) – Tender No.\_\_\_\_\_ Due on\_\_\_\_\_. The “FROM Address” and “TO Address” should be clearly written in the cover otherwise the Price Bid is liable for rejection.

## 6.8 Outer Cover

The Technical Bid cover including EMD cover (Envelope-A) and Price Bid cover (Envelope-B) shall then be put in a single outer cover and sealed appropriately by use of sealant. The outer cover shall be superscribed as:

**“Selection of State Level Agency for MAINTENANCE & DEVELOPMENT OF ELECTORAL ROLLS MANAGEMENT SYSTEM (ERMS) along with associated activities towards conduct of elections and Annual Maintenance of Related Hardware Equipment in Tamil Nadu”**

Tender Ref.: 10636/ Public (Ele-II)/2014-3, dated 24/10/2014, due on ----- @ 3.00 PM”. The “FROM” address and “TO” address shall be written without fail.

## 6.9 Bid closing date and time

The Bids should be submitted not later than the date and time specified in the Tender Schedule or Corrigendum if published. Hence the Bidders should be cautious to submit the Bids well in advance to avoid disappointments.

## 6.10 Mode of Submission of Bids

- a) The Bids should be submitted strictly as specified in the Tender document. The Bids should be dropped in the Tender box kept at Public (Elections) Department, Secretariat, Chennai 600 009 on or before the due date and time. The Bids will not be received personally.
- b) If the Bidder prefers to submit the Bid by post, preferably registered post, the Bidder should ensure that the Bid reaches the Chief Electoral Officer and Principal Secretary to Government, Public (Elections) Department, Secretariat, Chennai 600 009 on or before the due date and time. The department will not be liable or responsible for any postal delay or any other delay whatsoever.
- c) If any Bid is received after Due Date and Time or unsealed or disorderly submitted or received by Facsimiles (FAX)/ e-mail, the Bid will be treated as non-responsive.

**6.11 Modification and withdrawal of Bids**

The Bids once submitted cannot be modified or amended or withdrawn. No documents would be supplemented after submission of Bids.

**6.12 Bid Submission Forms**

Forms : TECHNICAL		
<b>TECH 1</b>	Technical Bid Submission form	
<b>TECH 2A</b>	Agency' s Organization	
<b>TECH 2B</b>	Agency's Experience	
<b>TECH 3</b>	Joint Venture Agreement Copy (if applicable)	
Forms: FINANCIAL		
<b>FIN-1</b>	Financial Proposal Submission Form	
<b>FIN-2</b>	Bid Values	

## FORM TECH-1

## TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: The CEO, TN

Dear Sir,

We, the undersigned, offer to provide the services for **State Level Agency for MAINTENANCE & DEVELOPMENT OF ELECTORAL ROLLS MANAGEMENT SYSTEM (ERMS) along with associated activities towards conduct of elections and Annual Maintenance of Hardware equipment in Tamil Nadu** in accordance with your Tender dated [Insert Date] and our Proposal. "We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope.

{If the Agency is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the tender.
- (c) We meet the eligibility requirements as required in the tender, and we confirm our understanding of our obligation to abide by the Client's policy in regard to corrupt and fraudulent practices..
- (d) In competing for (and, if the award is made to us, in executing) the Contract, we undertake to observe the laws against fraud and corruption, including bribery, in force.
- (e) We undertake to negotiate a Contract on the basis of the terms of negotiations laid down in the tender.
- (f) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in the tender or as instructed by the CEO, TN.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Agency (company's name or JV's name): \_\_\_\_\_  
In the capacity of: \_\_\_\_\_

Address: \_\_\_\_\_  
Contact information (phone and e-mail): \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

## FORM TECH-2

## AGENCY'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Agency's organization and an outline of the recent experience of the Agency that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Agency's Key Resources who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Agency), and the Agency's role/involvement.

**A - Agency's Organization**

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership and, attaching certificates for the following:

1. Be a registered company (under the Indian Companies Act) operating in India for at least the past 05 years.	<i>Please attach a copy of the Registration Certificate.</i>
2. The Bidder or the Lead Member of a JV must have an office in Chennai or undertake to set up an office within 15 days of signing of contract	<i>Please attach a certificate from the HR / Location Administrative / Facilities Manager or an undertaking for setting up an office in Chennai within 15 days of signing of contract.</i>
3. The Bidder or the Lead Member of a JV must have an annual turnover of Indian Rupees Hundred Crores for each of the past three audited Accounting Years.	<i>Please attach a certificate from the Chartered Accountant (for past year if accounts are unaudited) or the Annual Report of the Past three audited years.</i>
4. The Bidder or the Lead Member of a JV must have a Positive Net Worth for any two years in the preceding five audited accounting years	<i>Please attach a certificate from the Chartered Accountant (for past year if accounts are unaudited) or the Annual Report of the Past three audited years.</i>
5. Should not hold any sanction / black-listing by any government / quasi government agency or any Multi-Lateral Donor Body (World Bank, ADB, JICA, etc.) persisting on the day of floating of tender	<i>Please attach a self-declaration stating the above.</i>
6. The Bidder or any one Member of a JV should have at least 300 persons on its current payroll	<i>Please attach a self-declaration with this regard from the Human Resources Head / Director / other equivalent senior leadership position</i>
7. The Bidder or any one Member of a JV should have at least 50 persons who are engaged in IT / Systems Development and Maintenance Activities.	<i>Please attach a self-declaration with this regard from the Human Resources Head / Director / other equivalent senior leadership position.</i>
8. The Bidder or any one Member of a Should have CMM Level 3 (or above)	<i>Please attach copy of the certificate highlighting the expiry date of the certificate.</i>



9. The Bidder or any one Member of a JV should have ISO 9000 series certification.	<i>Please attach copy of the certificate highlighting the expiry date of the certificate.</i>
10. Should have valid Service Tax Registration.	<i>Please attach a copy of the PAN and the Service Tax Registration.</i>

### TECH 2B - Agency's Experience

1. List only previous similar assignments successfully completed or awarded in the last 5 years. Similar means the following:

<i>For Task 1♣</i>	
11. The Bidder or any one Member of a JV should have executed minimum two projects in the last five years that require deploying at least 75 personnel in each in related services (Related services include Software Development, Software Support, Software Operations and assistance and Data Entry operations-- <i>mere printing of electoral rolls, etc. will not be regarded as related service</i> ).	<i>Please attach relevant project citations mentioning the project title, the value of the contract, the contract duration, the number of personnel deployed, and project work order / completion certificates. If the project is in continuation, it should have started at least 1 year ago and a certificate with this regard from the client should be attached.</i>
<i>For Task 2♣</i>	
12. The Bidder or any one Member of a JV should have executed projects in the last five years that require AMC for at least 300 devices such as Computers, Printers at the same time, with at least one project having at least 150 devices.	<i>Please attach relevant project citations mentioning the project title, the value of the contract, the contract duration, the number of personnel deployed, and project work order /completion certificates. If the project is in continuation, it should have started at least 1 year ago and a certificate with this regard from the client should be attached.</i>
13. The Bidder or any one Member of a JV should have at least 50 persons who are engaged in AMC / Computer Maintenance Activities	<i>Please attach a self- declaration with this regard from the Human Resources Head / Director/other equivalent senior leadership position</i>

♣ Use sheet given on next page for furnishing such project details.

2. Please do not list more than 10 eligible assignments.

3. List only those assignments for which the Agency was legally contracted by the Client as a company or was one of the joint venture partners. Assignments completed by the Agency's individual Resources working privately or through other consulting firms cannot be claimed as the relevant experience of the Agency, or that of the Agency's partners but can be claimed by the Resources themselves in their CVs. The Agency should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Use a separate sheet for each contract.

<b>Name of Bidder / JV partner:</b>		
<b>Project Citation #:</b>		
<b>1.</b>	Number of contract	
	Name of contract	
	Country	
<b>2.</b>	Name of organisation	
<b>3.</b>	Client's address	
<b>4.</b>	1. Nature of Assignment and special features relevant to the current contract for which the Bidding Documents are issued. <input type="checkbox"/> For Task 1  <input type="checkbox"/> For Task 2	
<b>5.</b>	Contract role (check one) <input type="checkbox"/> As Single Agency <input type="checkbox"/> As Lead Member <input type="checkbox"/> As Partner/Member in a Joint Venture	
<b>6.</b>	Amount of the total contract/partner share (in specified currencies at completion, or at date of award for current contract)  Currency: _____ Amount: _____	
<b>7.</b>	Equivalent amount INR Total contract: INR _____;      share: INR _____;	
<b>8.</b>	Date of award/completion	
<b>9.</b>	Contract was completed _____ months ahead/behind original schedule (if behind, provide explanation).	
<b>10.</b>	Contract was completed INR _____ equivalent/ under/over original contract amount (if over, provide explanation).	
<b>11.</b>	Special contractual/technical requirements.	
<b>12.</b>	Indicate the approximate per cent of total contract value	

**FORM TECH-3**

**JV AGREEMENT COPY  
[IF APPLICABLE]**

{THE AGREEMENT MUST INCLUDE AT LEAST FOLLOWING DETAILS}

- {a. Name, style and Project(s) specific JV with Head Office address
- b. Extent (or Equity) of participation of each party in the JV
- c. Commitment of each party to furnish the Bond money (i.e. EMD and Performance Guarantee deposit) to the extent of his participation or otherwise in the JV
- d. Responsibility of each Partner of JV (in terms of Physical and Financial involvement)
- e. Working Capital arrangement of JV
- f. Provision for cure in case of non-performance of responsibility by any party of the JV.
- g. Lead Partner to be identified who shall be empowered by the JV to incur liabilities on behalf of JV
- h. Parties/firms committing themselves to the CEO, TN for jointly and severally responsible for the intended services}

## Financial Proposal - Standard Forms

{Notes to Agency shown in brackets { } provide guidance to the Agency to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions in the document

FIN-1 Financial Proposal Submission Form

FIN-2 Bid Values

FORM FIN-1  
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: The CEO, TN

Dear Sir,

We, the undersigned, offer to provide the services for **State Level Agency for MAINTENANCE & DEVELOPMENT OF ELECTORAL ROLLS MANAGEMENT SYSTEM (ERMS) along with associated activities towards conduct of elections and Annual Maintenance of Hardware equipment in Tamil Nadu** in accordance with your Tender dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is enclosed in FIN 2  
Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
In the capacity of: \_\_\_\_\_  
Address: \_\_\_\_\_  
E-mail: \_\_\_\_\_

{For a joint venture, either all members shall sign or only the lead member/Agency, in which case the power of attorney to sign on behalf of all members shall be attached}

## FORM FIN-2 BID VALUES

Cost of the Financial Proposal		
TASK	Value	In %
<b>TASK 1:</b> Administrative Charges on Remuneration ( for entire contract period as % of total remuneration)	$X_1$	
<b>TASK 2 AMC:</b> for period beyond warranty pd. (as % of basic price)		
1. Server Desk Top/ node/ Lap top	$Y_1$	
2. Peripherals- <b>printer</b> , scanner, digital camera, paper cutter, external hard drive, CD writer, optical mouse, floppy drive	$Y_2$	
3. Networking equipment- modem, switch, router etc	$Y_3$	

♣NOTE:  $X_1, Y_1, Y_2, Y_3$  DO NOT INCLUDE SERVICE TAX OR ANY OTHER TAX LEVIED BY CENTRAL/STATE GOVERNMENTS, WHICH WOULD BE PAID ADDITIONALLY BY THE CLIENT AS PER APPLICABLE RATES. HENCE THE BIDDER'S QUOTE SHOULD NOT INCLUDE THESE TAXES.



## 7. Tender opening and Evaluation

### 7.1 Technical Bid Opening

The Technical Bid will be opened on the date and time as specified in the Tender schedule in the presence of those Bidders, who choose to be present against production of an authorization letter from the Bidding authority. A maximum of two representatives for each Bidder would be allowed to attend the Tender opening.

### 7.2 Tender Validity

a) The offer submitted by the Bidders should be valid for a minimum period of 180 days from the date of opening of the Tender.

b) The winning bid rate in % terms, arrived after negotiation with L1, would be frozen for the period of contract.

While, making the payment based on the accepted %age value, the calculated figure would be in Rupees and rounded off to two decimal places. Based on this the payment would be made by the CEO, for the tasks.

c) In exceptional circumstances, CEO may solicit the Bidders to extend the validity. The Bidder should extend price validity and Bid security validity.

### 7.3 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
- Found with suppression of details or incomplete information, subjective, conditional offers.

- Submitted without support documents as per the Eligibility Criteria and Evaluation Criteria.
- Non-compliance of any of the clauses stipulated in the Tender
- Lesser validity period

However, documents of historical nature can be called for by this department for assessing eligibility. All responsive Bids will be considered for further evaluation. The decision of the department will be final in this regard.

#### **7.4 Clarifications by CEO**

When deemed necessary, CEO may seek bonafide clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, the CEO may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder fails to comply with the requirements of CEO as stated above, such Bids may at the discretion of CEO, be rejected as technically non-responsive.

#### **7.5 Tender Evaluation**

**7.5.1 Suppression of facts and misleading information** During the Bid evaluation, if any suppression or misrepresentation is brought to the notice of CEO, CEO shall have the right to reject the Bid and if after selection, CEO would terminate the contract, as the case may be, the rejection/ termination will be without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.

Bidders should note that if any figures in the proof documents submitted by the Bidders for proving their eligibility are found suppressed or erased, CEO shall have the right to seek the correct facts and figures or reject such Bids.

It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, CEO at its discretion may or may not consider such documents.

The Tender calls for full copies of documents to prove the Bidder's



experience and capacity to undertake the project.

### 7.5.2 Technical Bid Evaluation

- a) A **Technical Evaluation Committee** will examine the Technical Bids against the Eligibility Criteria and Evaluation Criteria given in the Tender document. The evaluation will be conducted based on the support documents submitted by the Bidders.
- b) Envelope – A shall contain only the Technical Bid with the required EMD.
- c) On opening of the Technical Bid (Envelope A), if the required EMD is not enclosed, the tender will be rejected.
- d) For those Bidders who have already worked or working with CEO, Tamil Nadu, their previous performance in CEO would be the mandatory criteria for selection. If any unsatisfactory performances of those Bidders are found, their Bids will be straight away rejected.

The Unsatisfactory performance is defined as any of the following:

- 1) Non responsiveness after getting the Purchase order (or)
- 2) Delay or defect in supply, installation of the ordered items, services, etc.

### 7.5.3 Price Bid Evaluation

- a) The technically qualified Bidders only will be called for Price Bid opening. The Price Bids will be opened in the presence of the technically qualified Bidders who choose to be present at this Department.
- b) The Bid value of a bidder would be calculated as per form FIN 2, which is summary of bid values quoted for both tasks

**Bid Value for TASK 1 =  $X_1$** , as % administrative charge on the total of fixed remuneration for all the human resources as specified in scope of work. [See Section 3-Scope of Work]

**Bid Value for TASK 2 =  $Y_1, Y_2, Y_3$**  as the charge quoted for AMC rate (average) for the equipment beyond warranty period for the period of contract. (as % of basic price). [See Section 3-Scope of Work]

**L1 identification** shall be for the lowest value of % quoted for tasks 1 and 2; and shall be calculated on the basis of following formula:

$$Z = 0.64(X1) + 0.19(Y1) + 0.16(Y2) + 0.01(Y3)$$

The bidder with lowest Z figure would be identified as the **L1**

f) The bidder shall confirm that the price bid confirms to all the terms and conditions stipulated in the tender document. He shall confirm that the price bid is final in all respects and contains no condition.

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### **7.6 Negotiations**

Negotiations will be conducted with L1 Bidder for further reduction in price and advancement of delivery schedule.

### **7.7 Award of Contract**

1) L1 Bidder will be declared as a Successful Bidder and contract will be signed with him for the period of 5 years. However,

In case CEO finds that the Successful Bidder is unable to supply the services as per the conditions, or within the time period fixed, then he will be at liberty to cancel the order of work after giving due opportunity to the agency.

2) No dispute can be raised by any Bidder whose Bid has been rejected and no claims will be entertained or paid on this account.

### **7.8 Chief Electoral Officer (CEO) reserves the right to:**

1. Negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of prices.
2. Insist on quality / specification of the Professionals to be deployed.
3. Increase the period of contract for further up to one year three months beyond the five year period or till a new agency is selected by the CEO after the five year period, whichever is earlier, and the successful bidder in this tender shall have to provide the services at the same rate during

the extended period, subject to the escalation clause in this tender document. This is 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.

3. Change the list of area / locations from time to time based upon the requirement.

4. CEO reserves the right to inspect the bidders' facilities before or after placement of orders and based on the inspection, CEO reserves a right to modify the order.

5. CEO reserves its right to withhold any amount for the deficiency in the services provided to the customers.



## 8. Execution of Work

### 9.1 Acceptance of Tender and Withdrawals

The final acceptance of the tender is entirely vested with this department which reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. **The Tender Accepting Authority** may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by this department, the Successful Bidder shall have no right to withdraw their tender or claim higher price.

### 9.2 Letter of Acceptance (LOA)

After acceptance of the Tender, a Letter of Acceptance (LOA) will be issued to the Successful Bidder by the CEO.

### 9.3 Payment of Security Deposit (SD)

The Successful Bidder will be required to remit a Security Deposit (SD) in the following manner:

**5% of  $\{(1+X1/100) \times A\} + (Y1/100 \times B) + (Y2/100 \times C) + (Y3/100 \times D)$ ;**

*Where A = 242088000; B = 72831500; C = 60807625; D = 3250000*

This may be paid inclusive of EMD by way of Demand Draft payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period equivalent to twelve (12) months beyond the contract period from the date of acceptance of the tender on receipt of confirmation from the CEO. The SD shall be paid within 15 days from the date of issue Letter of Acceptance (LOA) by the CEO. The Bank guarantee has to be renewed each year, at least 15 days before the expiry or else the guarantee will be invoked. The SD furnished by the Successful Bidder in respect of the tender will be returned to them at the end of the contract. The Security Deposit will be refunded to the Successful Bidder only after successful completion of the period of the contract. The Security Deposit held by the CEO till it is refunded

to the Successful Bidder will not earn any interest thereof. The validity of the Security Deposit will be extended according to the extension of the contract period, if any.

The Security Deposit will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Tender or if the Bidder fails to sign the contract, which would be apart from any other action like blacklisting, which CEO may decide to take.

#### **9.4 Execution of Contract**

- a) The Successful Bidder under each task separately should execute a Contract in the INR 20 non-judicial Stamp Paper bought in Tamil Nadu in the name of the Bidder **within 7 days from the date of Letter of Acceptance issued by the CEO** with such changes/modifications as may be indicated by CEO at the time of execution on receipt of confirmation from CEO.
- b) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of CEO. CEO reserves its right to cancel the work order either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement, the SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.
- c) The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.
- d) 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 CEO and CEO also have the right to recover any consequential losses from the Successful Bidder.

#### **9.5 Release of Work Order**

After execution of the Contract and payment of Security Deposit, **Firm Work Order** for the maintenance electoral rolls management system (ERMS)

along with associated activities towards conduct of elections in Tamil Nadu and **Firm Work Order** for Annual Maintenance of Hardware equipment in Tamil Nadu” shall be issued by the CEO.

### 9.6 Refund of EMD

The EMD amount paid by the Successful Bidder will be adjusted towards Security Deposit payable by them. If the Successful Bidder submits Security Deposit for the stipulated value in full by way of Bank Guarantee, the EMD will be refunded. The EMD amount of the Unsuccessful Bidder will be refunded after finalization and signing of Contract Agreement with the Successful Bidder.

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### 9.7 Release of SD

The Security Deposit will be refunded to the Successful Bidder on completion of entire supply of service, and at the end of the contract period, including extended period, if any, subject to satisfaction of CEO, Govt. of Tamil Nadu. Such completion would be arrived at when the entire service is rendered by the Successful Bidder(s) as per the Contract Agreement and as per Work Order(s) issued by CEO.

### 9.8 Forfeiture of EMD and SD

- a) If the Successful Bidder fails to remit the SD, the EMD remitted by them will be forfeited to CEO and the tender will be held void. This is in addition to any steps taken for blacklisting of the company from providing services to CEO and/or other state government entities.
- b) If the Successful Bidder fails to act up on to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited to CEO. . This is in addition to any steps taken for blacklisting of the company from providing services to CEO and/or other state government entities.

### 9.9 Termination of Contract

#### 9.9.1 Termination of default

- a) CEO may without prejudice to any other remedy for breach of

contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the goods or services within the time period(s) specified in the Contract, or fails to supply the items/service as per the Delivery Schedule or within any extension thereof granted by CEO; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgment of CEO, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract, or has indulged in actions tantamount to the breach of the security and confidentiality of the electoral data base and sharing of the private information of the electors, be it textual or photographic.

- b) In the event of CEO terminating the Contract in whole or in part, CEO may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to CEO for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

#### **9.9.2 Termination for Insolvency**

CEO may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to CEO.

#### **9.9.3 Termination for Convenience**

CEO may by written notice, with a notice period of seven days sent to the Successful Bidder, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for CEO's convenience, the extent to which performance of work under the Contract is terminated, and the date

upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

#### **9.10 Execution of Work Order**

The Successful Bidder should nominate and intimate the CEO / each DEO for the district level human resources and AMC, a Manager for Single Point of Contact (SPOC), who should be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder should ensure that the said Manager fully familiarizes herself/himself with the Tender Conditions, Scope of Work and deliverables.

#### **9.11 Assigning of Tender whole or in part**

The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. The Successful Bidder **should not** under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof.

#### **9.12 Other Conditions**

- a) The final decision would be based on the technical capacity and pricing of the Bidder.
- b) CEO reserves the right to reject any or all the tenders without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interests of CEO for good and sufficient reasons.





## 9. Standard Form of Contract

### ASSIGNMENT NAME:

**SELECTION OF STATE LEVEL AGENCY FOR MAINTENANCE &  
DEVELOPMENT OF ELECTORAL ROLLS MANAGEMENT  
SYSTEM (ERMS) ALONG WITH ASSOCIATED ACTIVITIES TOWARDS  
CONDUCT OF ELECTIONS AND ANNUAL MAINTENANCE OF HARDWARE  
EQUIPMENT IN TAMIL NADU**

Contract No. \_\_\_\_\_

between

**CHIEF ELECTORAL OFFICER AND PRINCIPAL SECRETARY,  
GOVERNMENT OF TAMIL NADU  
SECRETARIAT, CHENNAI**

and

\_\_\_\_\_  
**[NAME OF THE AGENCY]**

Dated: \_\_\_\_\_

## I. Form of Contract

This CONTRACT (hereinafter called the “Contract”) is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *The Chief Electoral Officer, Tamil Nadu* (hereinafter called the “The CEO”) and, on the other hand, *[name of Agency]* (hereinafter called the “Agency”).

*[If the Agency consist of more than one entity, the above should be partially amended to read as follows: “...(hereinafter called the “The CEO”) and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the CEO for all the Agency’s obligations under this Contract, namely, *[name of member]* and *[name of member]* (hereinafter called the “Agency”).]*

### WHEREAS

- (a) The CEO has requested the Agency to provide certain services as defined in this Contract (hereinafter called the “Services”);
- (b) the Agency, having represented to the CEO that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The Terms of Contract- I General Conditions; II Special Conditions

## (b) Attachment

Attachment to the Contract (or Attachment): Containing Terms of Reference and Other Conditions Relevant to the Contract in Pursuance of the Assignment that is subject matter of this Contract.

c) The Tender document, along with its amendments/clarifications, through which the process of selection of agency has been done.

2. The mutual rights and obligations of the CEO and the Agency shall be as set forth in the Contract, in particular:

- (a) The Agency shall carry out the Services as set forth in attachment in accordance with the provisions of the Contract; and
- (b) The CEO shall make payments to the Agency in accordance with the provisions of the Contract.

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

For and on behalf of *[Name of The CEO]*

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*[Authorized Representative of the CEO – name, title and signature]*

For and on behalf of *[Name of Agency or Name of a Joint Venture]*

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*[Authorized Representative of the Agency – name and signature]*

*[For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached.]*

For and on behalf of each of the members of the Agency [insert the name of the Joint Venture]

*[Name of the lead member]*

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*[Authorized Representative on behalf of a Joint Venture]*

*[Add signature blocks for each member if all are signing]*

## General Conditions of Contract

### A: GENERAL

#### 1. Definitions

- (a) Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (b) “Applicable Guidelines” means the Guidelines for Selection and Employment of Agency (ies) by the Election Commission of India , and/or the Finance Department of the Government of Tamil Nadu.
- (c) “Applicable Law” means the Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules, 2000 and any other instruments having the force of law in the relevant area of the provision of the current services, as they may be issued and in force from time to time.
- (d) “The CEO” means the CHIEF ELECTORAL OFFICER of TAMIL NADU, the implementing agency that signs the Contract for the Services with the Selected Agency.
- (e) “Agency” means a legally-established professional Service firm or entity selected by the CEO to provide the Services under the signed Contract.
- (f) “Contract” means the legally binding written agreement signed between the CEO and the Agency and which includes all the attached documents listed in its paragraph 1 of the Form of Contract, (the conditions, attachments and the Appendices).
- (g) “Day” means a working day unless indicated otherwise.
- (h) “Effective Date” means the date on which this Contract comes into force and effect.
- (i) “Joint Venture (JV)” for this assignment means an association with or without a legal personality distinct from that of its members, or not more than three entities where one member, to be called **the lead member** has the authority to conduct all businesses for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the CEO for the performance of the Contract.[See terms of Joint venture as set out in the attachment]

- (j) "Key Resources" means all individual professional who are required to be put in place at locations (List A, B and C) as set out in the attachment.
- (k) "Party" means the CEO or the Agency, as the case may be, and "Parties" means both of them.
- (l) "Services" means the work to be performed by the Agency pursuant to this Contract, as described in Appendix A hereto.
- (m) "Third Party" means any person or entity other than the Government, the CEO, and the Agency.

## 2. Relationship between the Parties

2.1. Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the CEO and the Agency. The Agency, subject to this Contract, has complete charge of the Resources performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## 3. Law Governing Contract

3.1. This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

## 4. Language

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

## 5. Headings

5.1. The headings shall not limit, alter or affect the meaning of this Contract.

## 6. Communications

6.1. Any communication required or permitted to be given or made pursuant to this Contract shall be in writing in English language. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in this contract.

6.2. A Party may change its address for notice hereunder by giving the other Party any communication of such change to the address specified in this contract.

## 7. Location

7.1. The Services shall be performed at such locations as are specified in **Appendix A** hereto and, where the location of a particular task is not so specified, at such locations, as the CEO may approve.

## 8. Authority of Member in Charge

8.1. In case the Agency is a Joint Venture, the members hereby authorize the member specified in this contract to act on their behalf in exercising all the Agency's rights and obligations towards the CEO under this Contract, including without limitation the receiving of instructions and payments from the CEO. [This authorization would have formed part of the tender submission form in **Tech 3**, and will form part of this contract]

**9. Authorized  
Representatives**

9.1. Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the CEO or the Agency may be taken or executed by the officials specified in this contract

**10. Corrupt and  
Fraudulent  
Practices**

It is the CEO's policy to require that Agency and their agents (whether declared or not), and partners in case of a joint venture and any personnel thereof, observe the highest standard of ethics during the selection and execution of contract. In pursuance of this policy, the CEO defines such practices as below:

- (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- (iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
  - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede the CEO investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
  - (bb) acts intended to materially impede the exercise of the CEO's inspection and audit rights.

## **B. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT**

- 11. Effectiveness of Contract**
- 11.1. The “**Effective Date**” would be the date of signing the contract or 01/01/2015, whichever is later. This Contract shall come into force from the date of CEO’s notice to the Agency instructing the Agency to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in this contract have been met.
- 12. Termination of Contract for Failure to Become Effective**
- 12.1. If this Contract has not become effective within 15 days after the effective date, the CEO may, by not less than 30 days written notice to the Agency, declare the Contract to be null and void and in such an event the CEO may initiate the process of blacklisting the Agency, in addition to forfeiting/invoking the EMD and/or Security Deposit.
- 13. Commencement of Services**
- 13.1. The Agency shall confirm availability of Key Resources and begin carrying out the Services not later than 15 days after the Effective Date.
- 14. Expiration of Contract**
- 14.1. Unless terminated earlier pursuant to Clause 19 below, this Contract shall expire at the end of 5 year period after the Effective Date as specified in this contract. However, if required by the CEO, the Agency shall continue to perform the services for another 1 year and three months or till a new vendor is selected for the services, whichever is earlier. Such services for the extended period shall be given at the same rates as applicable for the five year period, subject to escalation clauses in the agreement
- 15. Entire Agreement**
- 15.1. This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
- 16. Modifications or Variations**
- 16.1. Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party. Addition of new locations for provision of services or addition of new equipment for maintenance shall not be deemed to be modification or variation, and the Agency shall provide similar services to new locations/ equipment if asked by the CEO to do so.
- 17. Force Majeure**
- a. Definition**
- 17.1. For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible under the circumstances, and subject to those requirements, includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action confiscation or any other action by Government agencies.

17.2. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Resources, or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

17.3. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**b. No Breach of Contract**

17.4. The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

**c. Measures to be Taken**

17.5. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

17.6. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) calendar days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

17.7. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

17.8. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clauses stipulated for dispute settlement.

**18. Suspension**

18.1. The CEO may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agency to remedy such failure within a period not exceeding thirty (30) calendar days after receipt by the Agency of such notice of suspension. This will be independent of the penalty to be levied as per terms of the contract.



**19. Termination**

19. 1 This Contract may be terminated by either Party as per provisions set up below:

**a. By the CEO**

19.1.1 The CEO may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause. In such an occurrence the CEO shall give at least thirty (30) calendar days' written notice of termination to the Agency in case of the events referred to in (a) through (d); at least sixty (60) calendar days' written notice in case of the event referred to in (e); and at least fifteen (15) calendar days' written notice in case of the event referred to in (f):

- (a) If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause 18 above;
- (b) If the Agency becomes (or, if the Agency consists of more than one entity, if any of its members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- (c) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to relevant Clause in this contract
- (d) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) calendar days;
- (e) If the CEO, in its sole discretion and for any reason whatsoever, decides to terminate this Contract;
- (f) If the Agency fails to confirm availability of Key Resources as required in Clause 13 above.

19.1.2 Furthermore, if the CEO determines that the Agency has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, in competing for or in executing the Contract, then the CEO may, after giving fourteen (14) calendar days written notice to the Agency, terminate the Agency's employment under the Contract.

**b. By the Agency**

19.1.3 The Agency may terminate this Contract, by not less than thirty (30) calendar days' written notice to the CEO, in case of

the occurrence of any of the events specified in paragraph (a) of this Clause.

(a) If the CEO fails to comply with any final decision reached as a result of arbitration pursuant to Clause 49.1 contained in this contract.

**c. Cessation of Rights and Obligations**

19.1.4 Upon termination of this Contract pursuant to Clauses 12 or 19 hereof, or upon expiration of this Contract pursuant to Clause 14, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 22, (iii) the Agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause 25, and (iv) any right which a Party may have under the Applicable Law.

**d. Cessation of Services**

19.1.5 Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 19a or 19b herein, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the CEO, the Agency shall proceed as provided, respectively, by Clauses 27 or 28 in this contract.

## C. OBLIGATIONS OF THE AGENCY

### 20. General

**a. Standard of Performance**

20.1 The Agency shall perform the Services and carry out the Services with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as a faithful adviser to the CEO, and shall at all times support and safeguard the CEO's legitimate interests in any dealings with the third parties.

- 20.2 The Agency shall employ and provide such qualified and experienced Resources as are required to carry out the Services.
- 20.3 The Agency **SHALL NOT** subcontract part of the Services to Sub-Agency (ies). The Agency shall retain full responsibility for the Services.
- b. Law Applicable to Services** 20.4 The Agency shall perform the Services in accordance with the Contract and the Applicable Law.
- 21. Conflict of Interests** 21.1 The Agency shall hold the CEO's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- a. Prohibition of Conflicting Activities** 21.1.2 The Agency shall not engage, and shall cause its Resources not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.
- b. Strict Duty to Disclose Conflicting Activities** 21.1.3 The Agency has an obligation and shall ensure that its Resources shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their the CEO, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Agency or the termination of its Contract.
- 22. Confidentiality** 22.1 Except with the prior written consent of the CEO, the Agency and the Resources shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and the Resources make public the recommendations formulated in the course of, or as a result of, the Services.
- 23. Liability of the Agency** 23.1 Subject to additional provisions, if any as they appear in course of the execution of this work, the Agency's liability under this Contract shall be as determined under the Applicable Law.
- 24. Insurance to be taken out by the Agency** 24.1 The Agency shall ensure Employees Provident Fund and Employees State Insurance deductions are regularly made on terms and conditions as applicable by law. At the CEO's request, Agency shall provide evidence to the e CEO showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid. The Agency shall ensure that such insurance is in place prior to commencing the Services as stated in Clause GCC 13.
- 25. Accounting, Inspection and Auditing** 25.1 The Agency shall keep, and shall make all reasonable efforts to keep, accurate and systematic accounts and records in respect of the Services in such form and detail as will clearly identify relevant

time changes and costs. If required by the CEO, the agency shall also enable a web based monitoring system for the provision of services.

25.2. The Agency shall the CEO and/or persons appointed by the CEO to inspect the Site and/or all accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the CEO if requested by the CEO. The Agency's attention is drawn to Clause GCC 10 which provides, inter alia, that acts intended to materially impede the exercise of the CEO's inspection and audit rights provided for under this Clause GCC25.2 constitute a prohibited practice subject to contract termination.

## 26. Reporting Obligations

26.1 The Agency shall submit to the CEO the reports and documents specified by the CEO from time to time, in the numbers and within the time periods as would be indicated.

## 27. Proprietary Rights of the CEO in Reports and Records

27.1 Unless otherwise indicated in this contract, all reports and relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Agency for the CEO in the course of the Services shall be confidential and become and remain the absolute property of the CEO. The Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the CEO, together with a detailed inventory thereof. The Agency shall not retain a copy of such documents, data and/or software.

27.2 If license agreements are necessary or appropriate between the Agency and third parties for purposes of development of the plans, drawings, specifications, designs, databases, other documents and software, the Agency shall obtain the CEO's prior written approval to such agreements, and the CEO shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned

27.3 Without any prejudice to any of the sections in the contract, any and all work produced by the Agency as a result of this contract becomes the sole right of the CEO and the Agency shall have no authority over the same. All Intellectual Property vests with the CEO as a result of this assignment.

## 28. Equipment, Machines,

28.1 Equipment, machines and materials made available to the Agency by the CEO, or purchased by the Agency wholly or partly with

**Database, Software  
and Materials**

funds provided by the CEO, shall be the property of the CEO and shall be marked accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the CEO an inventory of such equipment, machines, databases, software and materials and shall dispose of such equipment, machines and materials in accordance with the CEO's instructions. While in possession of such equipment, machines and materials, the Agency, unless otherwise instructed by the CEO in writing, shall insure them at the expense of the CEO in an amount equal to their full replacement value.

28.2 Any equipment or materials brought by the Agency or its Resources into India for the use either for the project or personal use shall remain the property of the Agency or the Resources concerned, as applicable.

28.3 On termination or expiration of contract, it shall be the responsibility of Agency to hand over such equipment, machines, databases, software and materials to CEO or, to any other agency as directed by the CEO, and also hand hold the CEO or the nominated other agency till total takeover takes place. While handing over, all database systems and equipment should be in working conditions, so that the election work does not get affected due to termination or expiration.

## D. AGENCY'S RESOURCES

**29. Description of Key  
Resources**

29.1 The title, agreed job description, minimum qualification and time-input estimates to carry out the Services of each of the Agency's Key Resources are described in **Attachment**.

**30. Replacement of Key  
Resources**

30.1 Except in the circumstances and as per the process laid out in the Attachment, no changes shall be made in the Key Resources.

**31. Approval of  
Substitute Key  
Resources**

31.1 If during execution of the Contract, substitute Key Resources are required to carry out the Services which the existing resources are unable to execute, the Agency shall submit to the CEO for review and approval a copy of their Curricula Vitae (CVs) as per the requirement, and see that replacement is made from the

sanctioned positions of the Resources only till the required task is fulfilled.

The rate of remuneration payable to such new additional Key Resources same as the existing resource which is being substituted.

### 32. Removal of Resources

32.1 If the CEO finds that any of the Resources has committed serious misconduct or has been charged with having committed a criminal action, or have engaged in corrupt, fraudulent, collusive, coercive or obstructive practice while performing the Services, the Agency shall, at the CEO's written request, provide a replacement.

32.2 In the event that any of Key Resources, Non-Key Resources is found by the CEO to be incompetent or incapable in discharging assigned duties, the CEO, specifying the grounds therefore, may request the Agency to provide a replacement.

32.3 Any replacement of the removed Resources shall possess better qualifications and experience and shall be acceptable to the CEO.

### 33. Replacement/ Removal of Resources – Impact on Payments

33.1 Except as the CEO may otherwise agree, (i) the Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Resources provided as a replacement shall not exceed the remuneration which would have been payable to the Resources replaced or removed.

### 34. Working Hours, Overtime, Leave, etc.

34.1 Working hours and holidays for Resources are set forth in **Attachment**.

34.2 The Resources shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in **Attachment**, and the Agency's administrative charges shall be deemed to cover these items.

34.3 Any taking of leave by Key Resources shall be subject to the prior approval by the Agency who shall ensure that absence for leave purposes will not delay the progress and or impact adequate supervision of the Services.

## E. OBLIGATIONS OF THE CEO

**35. Assistance and Exemptions**

35.1 Unless otherwise specified in this contract, the CEO shall use its best efforts to:

- (a) Assist the Agency with obtaining work permits and such other documents as shall be necessary to enable the Agency to perform the Services.
- (b) Issue to officials, agents and representatives of the Government all such instructions and information as may be necessary or appropriate for the prompt and effective implementation of the Services.

**36. Access to Project Site**

36.1 The CEO warrants that the Agency shall have, free of charge, authorized access to the project site in respect of which access is required for the performance of the Services.

**37. Change in the Applicable Law Related to Taxes and Duties**

37.1 If, after the date of this Contract, there is any change in the applicable law with regard to taxes and duties which increases or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in **Attachment**.

**38. Services, Facilities and Property of the CEO**

38.1 The CEO shall make available to the Agency and the Resources, for the purposes of the Services and free of any charge, the services, facilities and property described in the **Attachment** at the times and in the manner specified in said **Attachment**.

38.2 In case that such services, facilities and property shall not be made available to the Agency as and when specified in **Attachment**, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Agency for the performance of the Services and (ii) the manner in which the Agency shall procure any such services, facilities and property from other sources.

**39. Counterpart Personnel**

39.1 The CEO shall make available to the Agency free of charge such professional and support counterpart personnel, to be nominated by the CEO with the Agency's advice, if specified in **Attachment**.



40. **Payment Obligation**      40.1    In consideration of the Services performed by the Agency under this Contract, the CEO shall make such payments to the Agency and in such manner as is provided by GCC F below.

## F. PAYMENTS TO THE AGENCY

41. **Ceiling Amount**      41.1    An estimate of the cost of the Services is set forth in **Attachment**.
42. **Remuneration and Reimbursable Expenses**      42.1    The CEO shall pay to the Agency as per the condition set forth in **Attachment**.
- 42.3    There shall be escalation in the remuneration of the resources year on year as per the formula proposed in **Attachment**.
43. **Taxes and Duties**      43.1    The Agency and Resources are responsible for meeting any and all tax liabilities arising out of the Contract unless it is stated otherwise in this contract.
44. **Currency of Payment**      44.1    Any payment under this Contract shall be made in Indian Rupees (INR)
45. **Mode of Billing and Payment**      45.1    Billings and payments in respect of the Services shall be made as per the process laid out in the Attachment.
46. **Interest on Delayed Payments**      46.1    The CEO shall endeavor to make prompt payment to the agency each month. However, in case of delayed payments for unavoidable reasons, there shall be no claim of the agency with regard to interest accrual.

## G. FAIRNESS AND GOOD FAITH

47. **Good Faith**      47.1    The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.



## H. SETTLEMENT OF DISPUTES

**48. Amicable Settlement** 48.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

48.2 If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that Party fails to respond within fourteen (14) days, or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 49.1 shall apply.

**49. Dispute Resolution** 49.1 Any dispute between the Parties arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the **Attachment**.



# Special Conditions of Contract

*[Notes in brackets are for guidance purposes only and should be deleted in the final text of the signed contract]*

Number of General Condition Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(b) and 3.1	The Contract shall be construed in accordance with the law of India.
4.1	The language is English
6.1 and 6.2	<p>The addresses are:</p> <p>The CEO : <u>Public (Elections) Department, Secretariat,</u> <u>Chennai - 600009</u></p> <p><u>Phone:</u> 044 -25674185, 044 - 25670390 <u>Fax:</u> 044 – 25670989 <u>E-mail :</u> <a href="mailto:ceo_tamilnadu@eci.gov.in">ceo_tamilnadu@eci.gov.in</a> <u>Website:</u> <a href="http://www.elections.tn.gov.in">www.elections.tn.gov.in</a></p> <p>Agency : _____</p> <p>Attention : _____</p> <p>Facsimile : _____</p> <p>E-mail (where permitted) : _____</p>
8.1	<p><i>[Note: If the Agency consists only of one entity, state "N/A";</i> <i>OR</i> <i>If the Agency is a Joint Venture consisting of more than one entity, the name of the JV member whose address is specified in Clause SCC6.1 should be inserted here. ]</i></p> <p>The Lead Member on behalf of the JV is _____ _____ <i>[insert name of the member]</i></p>
9.1	<p>The Authorized Representatives are:</p> <p>For the CEO: <i>[name, title]</i> _____</p> <p>For the Agency: <i>[name, title]</i> _____</p>
11.1	<p><b>The "Effective Date":</b></p> <p><i>date of signing of contract or</i></p> <p><i>01/01/2015</i></p>
12.1	<p>Termination of Contract for Failure to Become Effective:</p> <p>The time period shall be <b>___Thirty (30) days from the effective date.</b></p>

13.1	<p>Commencement of Services:</p> <p>The number of days shall be _____ <b>Fifteen (15) days from effective date</b></p> <p>Confirmation of Key Resources' availability to start the Assignment shall be submitted to the CEO in writing as a written statement signed by each Key Resource.</p>
14.1	<p>Expiration of Contract:</p> <p>The time period shall be <b>__5 years from the effective date, extendable more up to 1 year and three months after that at the instance of the CEO or till a new vendor is in place, whichever is earlier, in case the new vendor is not in place at the expiry of 5 years.</b></p>
21 b.	<p>The CEO reserves the right to determine on a case-by-case basis whether the Agency should be disqualified from providing goods and due to a conflict of a nature described in Clause GCC 21.1.3</p> <p>_____ <b>Yes</b></p>
27.1	All Intellectual Property Rights vest with the CEO.
27.2	The Agency shall not use these <i>documents, software and any other artefacts</i> or purposes unrelated to this Contract without the prior written approval of the CEO.
42.3	<p>Price adjustment on the remuneration applies as per <b>Attachment</b></p> <p>Payments for remuneration made (in Indian Rupees) shall be adjusted as follows:</p> <p>Remuneration paid in local currency pursuant to the rates set forth shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the <i>[insert number]</i> the calendar month after the date of the Contract) by applying the following formula:</p> $R_I = R_{I_0} \times \frac{I_I}{I_{I_0}}$ <p>where</p> <p><math>R_I</math> is the adjusted remuneration;</p> <p><math>R_{I_0}</math> is the remuneration payable on the basis of the remuneration rates (Appendix D) in INR;</p> <p><math>I_I</math> is the official index for salaries adopted by the CEO for the first month of the year for which the adjustment is to have effect; and</p> <p><math>I_{I_0}</math> is the official index for salaries adopted by the CEO for the month of the date of the Contract.</p> <p>Index and its source adopted by the CEO: Government of India, Ministry of Statistics And Programme Implementation; Central Statistics Office: Statistic chosen will be the General Index for the Urban Sector.</p>
44.1	The currency of payment shall be in: <i>Indian Rupees(INR)</i>
45.1(a)	There shall be no advance payment
45.1(e)	The account no. for ECS:

	For Indian currency: <i>[Agency to insert account no.]</i> .
46.1	The interest rate is: 0%
49.	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the Chief Electoral Officer (CEO), Government of Tamil Nadu.</p> <p>If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the CEO. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same, otherwise, he shall proceed de novo.</p> <p>It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter. It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest. The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties. The venue of the arbitration shall be Chennai and language English. The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.</p> <p>Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause. Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.</p>



## ATTACHMENT

TERMS OF  
REFERENCE AND  
OTHER  
CONDITIONS  
RELEVANT TO THE  
CONTRACT IN  
PURSUANCE OF  
THE ASSIGNMENT:

**“SELECTION OF STATE LEVEL AGENCY  
FOR MAINTENANCE &  
DEVELOPMENT OF ELECTORAL  
ROLLS MANAGEMENT SYSTEM  
(ERMS) ALONG WITH ASSOCIATED  
ACTIVITIES TOWARDS CONDUCT OF  
ELECTIONS AND ANNUAL MAINTENANCE  
OF RELATED HARDWARE EQUIPMENT IN  
TAMIL NADU”**

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# Tasks or Services to be Rendered by the Agency

**The assignment is comprised of 2 tasks. First is that of the State Level Agency for MAINTENANCE & DEVELOPMENT OF ELECTORAL ROLLS MANAGEMENT SYSTEM (ERMS) along with associated activities towards conduct of elections in Tamil Nadu and;**

**Second is the Annual Maintenance (AMC) of Related Hardware Equipment in Tamil Nadu. It is critical for the bidders to first understand the nature and scope of the work so that an informed bid is made for the assignment in subject.**

1. **TASK 1:** State Level Agency for MAINTENANCE & DEVELOPMENT OF ELECTORAL ROLLS MANAGEMENT SYSTEM (ERMS) along with associated activities towards conduct of elections in Tamil Nadu.

1.1. **STATE LEVEL AGENCY** The computerization of Electoral Process has been undertaken by a selected state level agency since the year 2007. However, since over time a lot of developments have taken place in various fields related with the conduct of elections and electoral roll management like provision of online applications for inclusion, deletion etc.; de-duplicated and healthy electoral rolls, a modification of the scope of work has become warranted. Also, simultaneous progress in hardware and software have also happened like usage of mobile telephony and similar platforms and thereby posing a redefined expectation of public from the office of the CEO with regard to the way elections are conducted and the Electoral Rolls are maintained.

- 1.2. **Current Requirement of Technical Resources:** The following manpower is expected from the successful bidder to be provided at the offices of CEO, District and Assembly Constituency.

TABLE I- Key Resources		
Sl. No.	Position	Persons Required*
LIST A: CEO Office, Chennai		
1	Senior Programmer – Application Development& Network Support	1
2	Senior Programmer – Database Specialist	1



3	Senior Programmer –Application Development &GIS Development Support	1
4	Election Data Operator – Data Entry at CEO's Office	6
<b>LIST B: DEOs Office</b>		
5	Programmer –at DEO's Office	32
6	Assistant Programmer – at DEO's Office	48
<b>LIST C : For each Assembly Constituency</b>		
7	Election Data Operator – Assembly Constituency	234
<p>♣<b>NOTE:</b> See appendix 1 for details on exact location for placing these resources.</p> <p>♣May be increased depending upon the requirement. The SLA would have to supply any additional number of persons or lesser number of persons in each category depending on the administrative requirement. However, the CEO would give 15 clear days to the Agency to fill up any additional post.</p>		

1.3. **Qualification and Key Responsibilities of Technical Resources:**The qualification and experience requirements are given as follows:

**Table II. Qualification and Experience requirements of the Resources.**

<b>Position</b>	<b>Senior Programmer – Application Development&amp; Network Support</b>
<b>Qualifications</b>	<ul style="list-style-type: none"> <li>A graduate degree in Science / Mathematics / Computer Science / Statistics</li> </ul>
<b>Experience</b>	<ul style="list-style-type: none"> <li>At Least 8 Years of professional experience in the fields of Application Development, Programming, SDLC, etc.</li> <li>Experience in writing SRS documents, Development of Application in .NET framework using Visual Studio, HTML 5, CSS, etc.</li> <li>Ability to use configuration management software as Team Foundation Server and Project Management software as MS Project</li> <li>Excellent Problem Solving and Analytical Skills</li> <li>Excellent skills in Algorithm Development, Data Structures and DBMS</li> <li>Excellent skills in Quality Management and awareness of Quality frameworks</li> <li>Excellent Written and Oral communication skills in English</li> </ul>
<b>Notes</b>	<ul style="list-style-type: none"> <li>Experience can be relaxed to 6 Years for candidates having B.E. / B. Tech. / M.C.A. Degrees in Computer Science / I.T. and to 3 Years for candidates having these degrees from any I.I.T. / N.I.T.</li> <li>Relevant Certification from Microsoft - .NET / SQL / etc. will be an added advantage</li> <li>Knowledge and Experience of developing applications for any one of the major Mobile frameworks (Microsoft, Google Android, Apple) will be an added advantage</li> <li>Written and Oral communication skills in Tamil</li> </ul>
<b>Position</b>	<b>Senior Programmer – Database Specialist</b>
<b>Qualifications</b>	<ul style="list-style-type: none"> <li>A graduate degree in Science / Mathematics / Computer Science / Statistics</li> </ul>
<b>Experience</b>	<ul style="list-style-type: none"> <li>At Least 6 Years of professional experience in the fields of Database Management, Data Modeling, Database Design, Query Optimization, Database Tuning, etc.</li> </ul>

	<ul style="list-style-type: none"> <li>• Experience in preparing requirements documents, development of logical, physical and ER data models</li> <li>• Expertise in MS SQL Server</li> <li>• Knowledge of development of Application in .NET framework using Visual Studio, HTML 5, CSS, etc.</li> <li>• Ability to use configuration management software as Team Foundation Server and Project Management software as MS Project</li> <li>• Excellent Problem Solving and Analytical Skills</li> <li>• Excellent practical skills in data migration, data backups and restore, disaster recovery, configuration of database farms, etc.</li> <li>• Excellent skills in Quality Management and awareness of Quality frameworks.</li> <li>• Excellent Written and Oral communication skills in English</li> </ul>
<b>Notes</b>	<ul style="list-style-type: none"> <li>• Experience can be relaxed to 4 Years for candidates having B.E. / B. Tech. / M.C.A. Degrees in Computer Science / I.T. and to 2 Years for candidates having these degrees from any I.I.T. / N.I.T.</li> <li>• The Senior Programmer – Database Specialist may be required for 50% to 75% of the time as per the directions of the Client Manager and should be made available as per the requirement of the client.</li> <li>• Relevant Advanced Certification from Microsoft - SQL Server, etc. will be an added advantage</li> <li>• Written and Oral communication skills in Tamil</li> </ul>
<b>Position</b>	<b>Senior Programmer – Application Development &amp; GIS Development Support</b>
<b>Qualifications</b>	<ul style="list-style-type: none"> <li>• A graduate degree in Science / Mathematics / Computer Science / Statistics / Science / Geography/ Geology or other relevant discipline</li> </ul>
<b>Experience</b>	<ul style="list-style-type: none"> <li>• At Least 5 Years of professional experience in the fields of GIS.</li> <li>• Practical experience of GIS based developments in one of the major tools and one open source tool that can integrate with Microsoft based software.</li> <li>• Excellent Problem Solving and Analytical Skills</li> <li>• Excellent skills in Quality Management and awareness of Quality frameworks</li> <li>• Excellent Written and Oral communication skills in English</li> </ul>
<b>Notes</b>	<ul style="list-style-type: none"> <li>• Experience can be relaxed to 3 Years for candidates having B.E. / B. Tech. / M.C.A. Degrees in Computer Science / I.T. and to 2 Years for candidates having these degrees from any I.I.T. / N.I.T.</li> <li>• The Senior Programmer – GIS Specialist may be required for 50% to 75% of the time as per the directions of the Client Manager and should be made available as per the requirement of the client.</li> <li>• Relevant Certification will be an added advantage</li> <li>• Written and Oral communication skills in Tamil</li> </ul>
<b>Position</b>	<b>Election Data Operator – Operations and Data entry</b>
<b>Qualifications</b>	<ul style="list-style-type: none"> <li>• Degree Pass with Computer Science as one of the subjects with 3 Years of Experience</li> </ul>
<b>Experience</b>	<ul style="list-style-type: none"> <li>• Excellent Written and Oral communication skills in English</li> </ul>
<b>Notes</b>	<ul style="list-style-type: none"> <li>• Candidates having qualifications in typing from the Government of Tamil Nadu will be preferred.</li> <li>• Candidates having a diploma / degree in computer science will be preferred.</li> <li>• Candidates with experience in trouble-shooting of computer systems / hardware / software / OS Installation / Application Installation, etc. will be preferred</li> <li>• Candidates having experience in Data Entry and / or Programming will be preferred</li> <li>• Written and Oral communication skills in Tamil</li> </ul>
<b>Position</b>	<b>Programmer – Operations and Maintenance</b>


<b>Qualifications</b>	<ul style="list-style-type: none"> <li>Degree with Computer Science as one of the subjects with 3 Years of Experience</li> </ul> OR <ul style="list-style-type: none"> <li>a Graduate degree in Computer Science with 1 Year of Experience</li> </ul>
<b>Experience</b>	<ul style="list-style-type: none"> <li>Excellent Written and Oral communication skills in English</li> </ul>
<b>Notes</b>	<ul style="list-style-type: none"> <li>Candidates having qualifications in typing from the Government of Tamil Nadu will be preferred.</li> <li>Candidates having a diploma / degree in computer science will be preferred.</li> <li>Candidates with experience in trouble-shooting of computer systems / hardware / software / OS Installation / Application Installation, etc. will be preferred</li> <li>Candidates having experience in Data Entry and / or Programming will be preferred</li> <li>Written and Oral communication skills in Tamil</li> </ul>
<b>Position</b>	<b>Assistant Programmer – Operations and Maintenance</b>
<b>Qualifications</b>	<ul style="list-style-type: none"> <li>Degree Pass with Computer Science as one of the subjects</li> </ul>
<b>Experience</b>	<ul style="list-style-type: none"> <li>Excellent Written and Oral communication skills in English</li> </ul>
<b>Notes</b>	<ul style="list-style-type: none"> <li>Candidates having qualifications in typing from the Government of Tamil Nadu will be preferred.</li> <li>Candidates having a diploma / degree in computer science will be preferred.</li> <li>Candidates having experience in Data Entry and / or Programming will be preferred</li> <li>Written and Oral communication skills in Tamil</li> </ul>
<b>Position</b>	<b>Election Data Operator – Operations and Data Entry</b>
<b>Qualifications</b>	<ul style="list-style-type: none"> <li>Grade 12<sup>th</sup> Pass with Computer Science as one of the subjects OR a Graduate degree with Computer as one of the subjects</li> </ul>
<b>Experience</b>	<ul style="list-style-type: none"> <li>Excellent Written and Oral communication skills in English</li> </ul>
<b>Notes</b>	<ul style="list-style-type: none"> <li>Candidates having qualifications in typing from the Government of Tamil Nadu will be preferred.</li> <li>Candidates having a diploma / degree in computer science will be preferred.</li> <li>Candidates having experience in Data Entry and / or Programming will be preferred</li> <li>Written and Oral communication skills in Tamil</li> </ul>

Following is the description of the Key Responsibility Areas for the personnel:

<b>Table III- Key Responsibilities of Technical Resources</b>		
<b>Site</b>	<b>Macro Task*</b>	<b>Micro Task*</b>
<b>CEO (LIST A)</b>	IV. Software Application and related aspects	11. Designing Application software 12. Developing Application software 13. Testing of Application software 14. Deployment of software 15. Maintenance of software 16. Version control maintenance of the software 17. Documentation of software

		18. Following the full cycle of SDLC (Software Development Life-Cycle) 19. Following the standards 20. Maintaining backups of software developed
V.	Database maintenance and related aspects:	11. Maintenance of control tables 12. Maintenance of elector tables 13. Maintenance of database in different languages (Tamil/ English/ Malayalam/ Telugu/ Kannada) 14. Maintenance of EPIC Tables 15. De-duplication software for the healthy electoral roll that would remove EPICs covering photographic, textual, and phonetic duplicates with around 90% precision. 16. Maintenance of data in the format prescribed by Election Commission of India. (currently Unicode) 17. Maintaining regular backups of database 18. Support for Printing of electoral roll 19. Preparation of ABCD Rom (at the DEO Level) 20. Preparation of PSCD Rom (at the DEO Level)
VI.	Web based applications: The following activities are to be carried out as part of web based applications as per the requirements of ECI and the CEO's Office	12. Maintenance of ERMS application and updating the version as per the requirements of CEO/DEO. 13. Design of Static Pages 14. Design and development of Dynamic Pages 15. Hosting the designed web site at NIC Servers 16. Periodic updating of the web site 17. Development of Web Based Applications for Reporting System and maintaining the existing Web Based Reporting Applications. Technical guidance/ consultancy, project management, procurement and training of vendors 18. Providing assistance in project management, assistance in procurement of hardware and software and technical guidance/ consultancy in projects/ activities pertaining to electoral administration, if outsourced, like EPIC/ Photo Rolls preparation, Data Entry of Rolls, Printing of Rolls etc. (this may include <i>inter alia</i> framing of Tender) and ensuring that all deliverables specified in the Tender are clearly received 19. Website: Maintenance of website, updation, content creation, hosting and development of new web based applications across platforms, including mobile based. 20. Interface with telecom based systems for sending automatic messages (SMS), pre-defined mobile based search queries, and related application development 21. Ad hoc projects/ activities

		22. Undertaking new software development relating to electoral administration and its deployment etc. which cannot be handled by the normal set-up of computer professionals deployed by the Agency for the above activities
<b>DEO</b>  <b>(LIST B)</b>	II. Development, maintenance and updating of Electoral Rolls software (ERMS):	10 Election Commission's guidelines regarding data table structures, storage, print formats, etc. should be fully complied with. 11 AB-CDs and PS-CDs should also be as per Commission's guidelines] 12 Consolidation, integration, maintenance, cleaning of the databases as and when required 13 Providing periodic up-to-date versions of the ERMS application 14 Development and Maintenance of the Software for Online Registration 15 Development of Software relating to Summary Revisions, Conduct of Elections and as and when required for the Chief Electoral Officer 16 Carry out deduplication as per the instructions of the CEO and the software developed in CEO's office. 17 Giving training to data entry vendors, as and when required, and so indicated by the CEO 18 Assisting the Department in deploying system and data entry operators and hiring of computers during Electoral Rolls Revision Process
<b>AC</b>  <b>(Assembly Constituency)</b>  <b>(LIST C)</b>	IV. The EPIC centres	5. the EPIC Operator positioned by the Agency will record receipt of Forms 6, 7, 8, 8A and send reports/information periodically to DEO's/ CEO's office. 6. Furnishing the Forms received to the ERO/ AERO or their staff concerned. Besides, data entry for all changes ordered by ERO/AERO will be done (during non-revision period) at the EPIC centre and transmitted to DEO's office 7. The state is switching over to printing of PVC EPIC card, and has already placed vendors for the same. Therefore, the existing EPIC centres will continue to perform all the above functions except for printing of EPIC/Duplicate EPICs. They would create virtual EPICs in required format for the District Election Officer to be given to PVC Operator in CDs for printing. 8. All data entry work except for summary revision forms for which DEO will make separate arrangement.
	V. Electoral Photo Roll	4. Using the images obtained through the EPIC campaigns, scanning of miniatures, scanned pass port size photographs and images captured through

		digital cameras, photo electoral rolls will be generated.
		5. Maintenance of GIS application software on electoral roll & other election related information.
		6. Any other project/ activity relating to electoral administration
	VI. Software	5. Randomisation and any other election-related software
		6. Development and updation of software for randomization of polling parties and allocation of polling stations thereto or any other election-related software
		7. Genesys software: Training of district teams in running GENESYS software during actual elections and to ensure its trouble free use during actual elections.
		8. Ensuring smooth and correct printing of multiple copies of (photo) electoral rolls whenever required.
 Any other activity relating to electoral administration, if not specifically delineated here.		

**1.4. EXTERNAL SOFTWARE, LICENSES, and SOURCE CODE ISSUES:** It is the intention of the Department to have all software development done in-house and minimise the purchase of off-the-shelf software once the SLA is in place so as to avoid wasteful expenditure. Also, since much of the activity in the department is confidential and will require customized development of software, it is expected that the SLA keeps this expectation in mind while proposing the names of software professional, particularly for the site A, i.e. The CEO's office. Development of any software for the requirement in the Election Department will be the responsibility of the vendor which he has to do through the professionals deployed at the Client's site. Generally, no software should be recommended to be procured from the market. In case the professionals in place at any time, fail to deliver the required software, the agency is required to bring in the suitable resources who can develop the required software and replace them with the sanctioned positions till the desired software/handholding or the development is achieved. In case, only as a matter of last resort any off-the-shelf software is required to be procured, the rationale for the same has to be certified by the agency on grounds of exigency, effectiveness and cost, and prior approval by the CEO is essential. The licenses of the commercial software, if procured, will be in the name of Chief Electoral Officer, Tamil Nadu. Also, all the software developed by the Agency for the electoral administration using the funds of the Department will be the sole property of the Public (Elections)



Department (including the source codes). The agency cannot use the software developed for the Public (Elections) Department elsewhere without the specific approval of the Department.

**1.5. Conditions for Personnel: The Technical Resources will have following conditions for their working:**

**1.5.1** The personnel would be required to operate full time from the designated place of duty as specified by the CEO as per appendix 1.

**1.5.2** The personnel would be required to work on all government working days as per the directions of the controlling officer. In case of exigencies, the personnel may be required to work on weekends / holidays also.

- (i) The Personnel should be eligible for 1 day of leave every month on a working day, which they may take with the prior permission of the Officer In charge. The leave can be carried forward to the next month (up to 1 Year) and shall only be taken with the permission of the supervising officer.
- (ii) The Personnel are required to ensure that their signed attendance is attested by the Officer in charge every month.
- (iii) The CEO and the Agency agree that the professionals whose services are provided by the Agency on contract basis shall be under the direct control of the CEO, at the State headquarters, Chennai and under the direct control of the District Election Officers in the districts.
- (iv) If the exigencies of work so demand, the persons deployed by the Agency may be redeployed to other locations with the approval of Chief Electoral Officer / Joint CEO/ DEOs.
- (v) The CEO and the Agency agree that the manpower deployed by the Agency should report to the Officials concerned as authorized by the Department about their attendance, leave and report other matters connected with the work.
- (vi) The Agency should submit the remuneration bills based on the Attendance reports from the Nodal Officers (ST(Election) / PA(Election) / DRO(Election) / SO Public(Election)

1.6. **Remuneration, Escalation, Payment Milestones, Service Levels and Penalties: TASK 1**

1.6.1 **Remuneration to resources** the technical resources supplied by the agency shall have a fixed remuneration and the agency will be eligible only for the administrative charge over and above that remuneration. The tabulated details for the same are as below:

TABLE IV: REMUNERATION BREAKDOWN—TASK 1				
#	Positions	Person nel	Remuneration (“Rs. Per Person per Month) for the first year[incl. EPF and ESI]♣	Remuneration (total)-Position wise-per month-for the first year [incl. EPF and ESI]♣
A	B	C	D	E
1	Senior Programmer – Application Development & Network Support	1	50,000	50,000
2	Senior Programmer - Database Specialist	1	50,000	50,000
3	Senior Programmer –Application Development &GIS Development	1	50,000	50,000
4	Election Data Operator – at CEO’s Office	6	10,000	60,000
5	Programmer – Office of DEO’s	32	21,500	6,88,000
6	Assistant Programmer – Office of DEOs	32	16,600	5,31,200
7	Assistant Programmer – Office of DEO’s  (For Districts having more than 10 Assembly Constituencies)	16	16,600	2,65,600
8	Election Data Operator	234	10,000	23,40,000
	TOTAL		224700	40,34,800
9	Add Administrative Charges {Bidding Parameter-Task 1}			--%--
Note: ♣The agency should pay the amount mentioned in column “D” to the employees, which includes the statutory deductions such as EPF and ESI. Any penalty levied on the Agency shall be paid by the Agency from the administrative charges and not deducted from the remuneration. ♣The Quote of the agency would be the ADMINISTRATIVE CHARGES as % of total monthly remuneration. ♣Remuneration for each subsequent year shall be linked to the Consumer Price Index (Urban), MoSPI, Govt. of India, and will be worked out as per the formula given in this document.				



**1.6.2 Remuneration Escalation:** the remuneration of a resource shall also be linked to an inflation index (CPI-Urban-TN, issued by the CSO, MOSPI, GoI) that will revise the remuneration year on year, calculable at the beginning of the year. The calculation for this shall be done as per the formula given below along with an example:

**TASK 1: Escalation Formula**

Remuneration paid in INR pursuant to the rates set forth for the first year as shown in form FIN 2 shall be adjusted every 12 month by applying the following formula:

$$R_l = R_{l0} \times \frac{I_l}{I_{l0}}$$

Where,

$R_l$  is the adjusted remuneration;

$R_{l0}$  is the remuneration payable on the basis of the remuneration rates (**table above**) in INR;

$I_l$  is the **official index\*** for salaries adopted by the O/o CEO for the first month of the year for which the adjustment is to have effect; and

$I_{l0}$  is the **official index\*** for salaries adopted by the O/o CEO for the month of the date of the Contract.

\***official index** for salaries adopted by the O/o CEO: Consumer Price Index (URBAN) for the Tamil Nadu State;

\***Issued by:** Government of India, Ministry of Statistics And Programme Implementation, Central Statistics Office.

Example Calculation for Price Escalation		
Position (eg.)	Data Entry Operator	
Index Month / Year	Jan-15	
Index Value	138.1	
Salary	10000	
<b>Hypothetical Case 1</b>		
Index Month / Year	Jan-16	
Index Value	150	
Salary	10861.69442	In this case, if the price has escalated moderately, a moderate increase in salary is anticipated. This will be rounded off to nearest 10 <sup>th</sup> unit.
Salary	<b>10860</b>	Round off
<b>Hypothetical Case 2</b>		
Index Month / Year	Jan-16	
Index Value	130	
Salary	9413.468501	In this case, a reduction in Index value also leads to a reduction in the salary. This will be rounded off to nearest 10 <sup>th</sup> unit.

Salary	9410	Round off
Hypothetical Case 3		
Index Month / Year	Jan-16	
Index Value	276.2	
Salary	20000	In exceptional situation, if the index doubles (showing very high inflation), then there is a corresponding effect to on the salary also)

CVs of all the personnel being deployed should be provided before they are deployed. The following details should be provided by the Agency in the CVs – Name, Date of Birth, and Copies of Company Identity cards, Permanent Address proof, Address during the last 10 years, Any Criminal or Civil Record, Educational Qualifications, Experience. There may be Police / Security Clearance checks conducted against the personnel and the CEO may ask for any or all personnel to be replaced, which would be required to be complied with immediately.

#### 1.6.3 The conditions precedent for release of any payment by the CEO:

6. Signing of Contract
7. Signing of Non-Disclosure Agreement by all the persons involved in the assignment.
8. Submission of an irrevocable Bank Guarantee of the Contract amount in the format specified to this office.
9. Monthly invoice
10. Certification of attendance. It is expected from the vendor to put in place a **Biometric Attendance System (BAS)** at all the sites mentioned through List A to List C as described in appendix 1. The BAS shall have to be monitorable at the office of the CEO on live viewing basis. The centrally generated report will be accepted as the certificate of attendance. This system has to be put in place by the Agency as early as possible, but not later than the deadline fixed by the CEO. Till then the certificate of attendance has to be obtained by the Agency from each controlling authorities at locations A and B (Location C also through authority at B) and appended with the monthly invoice.

Table V: The Payment Stages: TASK 1		
#	Stage	Payment Percentage
1	Advance Payment	None
2	Monthly Payments for Services Performed Payments Less Penalties imposed if any♣	Monthly based on attendance of personnel
♣Quarterly EPF and ESI deductions statement essential for processing of bills		

1.6.4 **Service Levels** Based on the conditions specified, the personnel are expected to have a 100% attendance at the offices as per the Calendar of the Government of Tamil Nadu.

1.6.5 **Penalties** There will be deduction of Payment for Milestone 2 in the following Manner:

- i. A 100% attendance is required as per the working days of the Government of Tamil Nadu. Casual leaves (CL) in a year allowed are 12.
- ii. Attendance greater than or equal to 90%, after deducting the CLs will not attract a Penalty. However, Remuneration Payments will only be made on a Pro-rata basis, for the actual attendance. Administrative charge also will be paid on pro-rata basis accordingly.
- iii. Similarly, attendance below 90% for any given personnel will cause the administrative charge quoted by the bidder for such resource position to be deducted from the payments made in proportionate manner. This will be in addition to the deductions from remuneration made for pro-rata attendance of the resource.

- iv. In addition, there will be penalty levied on absence of a person or a post remaining vacant for more than seven days, excluding eligible CL, in a month at the rate of 2% of the monthly administrative charge (i.e. total administrative charges due, if no absence was there) for that post per day, subject to a maximum of 25% of the normally due monthly administrative charge for that post. . This is the penalty on the Agency for not being able to provide resource as per the terms of engagement.
- v. The selected Agency is required to ensure complete payment to all the personnel deployed for this engagement as per Column E of FIN-3. Only the administrative charge can be kept by the firm. The firm has to mandatorily produce evidence every month that complete payment has been made to the employee in the form of Salary Slip / PF Statement / TDS Statement, etc. If at any stage it is found that the Agency is paying less than the given amount to the staff members, a penalty of 100 times the difference will be collected from the firm. However, the mandatory deductions like ESI and EPF will be deductible from the remuneration payable to the individual as per Form FIN-3 by the Agency.

**1.7 Replacement/Substitution of Personnel** Upon the request of the CEO, any specified personnel should be replaced within 14 calendar days. The replacement should satisfy the conditions prescribed for that resource and approval of CEO should be taken before deploying the resource. The Agency may not replace any personnel without the reason of separation from the organisation. Replacement / Fresh Appointment should be done on approval of the CEO. If any Personnel gone on Long leave due to Medical reasons, suitable substitute to be provided in consultation with the CEO.

**1.8 Sub-Contract.** Agency **shall not** sub-contract or permit any third party to perform any of the work, services or other performances required for the agency under this agreement for this task.

1.9 **CEO's Input and Materials.** The CEO would provide the following facilities to the Agency:

- E. Office Space
- F. Suitable Internet Connectivity.
- G. Appropriate Computing Infrastructure.
- H. Any other supplies / consumables / infrastructure as required for the performance of duties.

## 2. SCOPE OF WORK: TASK 2

### ANNUAL MAINTENANCE OF ELECTION RELATED HARDWARE EQUIPMENT IN TAMIL NADU

2.1 **Services:** Agency shall provide the following services to keep Computer and its peripherals equipment in good working condition:

- III. **Scheduled preventive maintenance** determined as per approved asset inventory in Appendix 2
- IV. **Unscheduled on-call corrective and remedial maintenance service** to set right the malfunctions of the system. This may include replacement of unserviceable parts in computer and printer to put the equipment in good working condition.

2.2 **The Service and cost of consumables.** AMC service shall be provided at site and shall cover replacement/repair of defective parts and necessary manpower for corrective/preventive maintenance of the computers and its peripherals. The maintenance besides servicing shall also include replacement of all parts such as mother boards, hard disk (HDD picture tube, keyboard, mouse, Network Card, CD-ROM drive etc.) The system maintenance will not include the cost of consumables, like ribbons, tapes, Platen Knob, fuser assembly, toner cartridge, CDs and DVDs and batteries.

2.3 **Call and Call time.** Agency shall carryout 12 preventive maintenance calls in a year of each equipment installed at various offices. During such preventive maintenance, Agency's technician shall paste a sticker on the equipment revealing the following information:

- a) The date of next service by the Agency
- b) Address of the nearby Agency's service centre
- c) Telephone number of the Service Centre / mobile number of service engineer

AMC services should be available between 10.00 hrs and 18.00 hours on all working days excepting Government Holidays. During the time of general/ bye-elections AMC services should be provided as and when required. Agency shall attend on all services within 2 hours in the Chief Electoral

Officer's Office and within 5 hours (apart from traveling time) in the office of the District Election Officers/ Assembly Constituencies. During the periods of elections, the down time should be nil.

2.4 **Sub-Contract** Agency **shall not** sub-contract or permit any third party to perform any of the work, services or other performances required for the agency under this agreement.

2.5 **Maintenance Certificate** The agency shall furnish a "Satisfactory Maintenance Certificate" obtained from the personnel authorized by the DEO once in a quarter and enclose it with their bill.

2.6 **AMC rate, Escalation, Payment and Penalty** while quoting his bid for the costs towards the AMC, the bidder is required to quote percentage (%) of the total asset value put out for the AMC as per the appendix 2. The assets are divided into 3 categories, and the rate for AMC in % terms need to be quoted for each. This is tabulated as below:

TABLE VI-Equipment categories for AMC		
Sl. no.	Nature of equipment	AMC rate (average) for equipment beyond warranty period (as % of basic price)♣
1	Server Desk Top/ node/ Lap top (Y <sub>1</sub> )	Y <sub>1</sub> %
2	Peripherals- printer, scanner, digital camera, external hard drive, CD writer, optical mouse, floppy drive (Y <sub>2</sub> )	Y <sub>2</sub> %
3	Networking equipment- modem, switch, router etc.(Y <sub>3</sub> )	Y <sub>3</sub> %
<b>Note:</b> ♣The above list will not include consumables		

**Escalation:** There **shall be no** escalation in the AMC charges during the period of contract of 5 years.

**Payment:** The cost towards the regular maintenance would be paid **quarterly** to the Agency starting with January, April and July against invoices/ bills to be submitted by the Agency as per the prescribed manner. Any expenditure incurred by the Agency towards parts/ consumables not covered by the contract will be reimbursed by the Department periodically.

**Penalty:** If the time taken for repair exceeds more than 24 hours, a standby/replacement of the same or higher configuration of a genuine make will be provided. The equipment which is down should be restored to good working condition within 48 hours. Otherwise, the company shall be liable for a penalty of 2% per week on the AMC value of the system subject to a maximum of 10% of the annual AMC value.

In case the Agency fails to take up preventive maintenance in any month of any machine a penalty of 20% of proportionate AMC charge for the month would be levied for the month. However, if no preventive maintenance is done at all in any quarter, the penalty would be 75% of proportionate AMC charge for that quarter.

Notwithstanding anything contained in the penalty clause, CEO reserves the right to blacklist the Successful Bidder from taking part in any of the procurement operations of CEO or/and other state government agencies for a minimum period of three years from the date of blacklisting for failure to carry out supply in time or according to the quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties.

**2.7 Standby/Higher functionality.** Agency shall provide standby machine of the same capacity and same configuration, in case if the Agency shifts the machines from the office of the Chief Electoral Officer, Chennai/any District Election Officers office in the district to their centre. Agency shall replace defective computers/ its peripherals with parts or equipment having equivalent or higher functional capabilities.

**2.8 Help Desk.** Agency is required to set up a suitable help desk for lodging of complaints. Modes of logging complaints shall be Online (through a software application as developed / utilized by the Agency) / through E-mail or through a Telephone to a Toll free number (Toll free number to be procured by the Agency). A backup Tamil Nadu based number should also be provided. The agency should establish a proper system of recording the complaints and on registration of complaint shall provide the complaint number, time of complaint. The complaint number should be the basis of all further interactions with the agency. For the Systems under warranty, the agency is required to maintain good liaison with the supplier to ensure



correction of the fault.

2.9 **MIS**: Agency is required to provide suitable MIS Reports to the CEO and its officers regarding calls received, attended, solved, pending etc., based on various factors including Districts, Offices, Groups etc., and also regarding preventive maintenance done on each machine every month

2.10 **ITIL** Agency is required to follow the International Latest Process Standards (ITIL) under this contract.

♣♣ Detailed list of equipment available and proposed to be procured are listed in **Appendix 2**

## JV terms (If not a single Agency)

**Joint Venture terms for the assignment:** Joint Ventures are allowed. Bids submitted by a Joint Venture (JV) of **not more than three firms** as partners/members shall comply with the following requirements:

- a) There shall be a Joint Venture Agreement between all members specific to the current assignment, indicating clearly, amongst other things, the proposed distribution of responsibilities both financial as well as technical for execution of the work. For the purpose of this clause, the lead member will be the single point of contact. A copy of the Joint Venture agreement shall have to be submitted as form TECH 3 for technical evaluation.
- b) The bid, and in the case of the successful bidder, the Form of Agreement, etc., shall be signed and / or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). On award of work, the Form of Agreement and Contract Documents shall be signed by all partners of the Joint Venture to conclude Contract Agreement.
- c) Lead member shall be nominated as being member/partner-in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners.
- d) The lead member shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint Venture, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the lead member. A copy of the said authorization shall be furnished in the Bid as part of form Tech 3.
- e) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (c) above as well as in the Form of Tender and the Form of Agreement (in case of a successful bidder).
- f) In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the lead member, or in the case of the lead member being the defaulter, by the partner nominated as Lead Member of the remaining Joint Venture. The Lead member shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally or higher competent party acceptable to the CEO, TN to ensure the execution of that part of the Contract, as envisaged at the time of bid. . In case the Joint Venture was technically qualified only because of any parameter/contribution of the

defaulting partner, then the replacement partner should have the same qualifications. Failure to comply with the above provisions will make the Contractor liable for action by the CEO under the Conditions of Contract. If the Lead Partner defined as such in the Communication approving the qualification defaults, it shall be construed as default of the Contractor and CEO will take action under the Conditions of Contract.

- g) Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub clause (f) above, all the partners of the Joint Venture will retain the full and undivided responsibility for the performance of their obligations under the Contract and/ or for satisfactory completion of the Works.


#### Sub-Contracting—proscription

The Agency **shall not** subcontract the whole or part of the Services for either Task 1 or Task 2. If any information is received on any subcontracting having been done by the successful bidder at any point of time during the subsistence of contract, a penal amount equivalent to one month of administrative charge shall be levied and the contract may also be liable to be cancelled at the discretion of CEO.

#### Tender Document— part of the contract agreement.

In an event of any doubt in meaning, operation, effect, interpretation out of the contract or breach thereof, or for the purpose of general execution of the contract agreement, the Tender Document shall form an inalienable part of the terms and conditions agreed to between the parties.





# APPENDICES

## Appendix 1

Locations for placing resources: List A-CEO; List B-Districts; List C-Assembly Constituencies.

List A-CEO		
CHENNAI		Secretariat, 600009
List B-Districts*		
1	Tiruvallur	Collector Office
2	Chennai	Collector Office
3	Kancheepuram	Collector Office
4	Vellore	Collector Office
5	Krishnagiri	Collector Office
6	Dharmapuri	Collector Office
7	Tiruvannamalai	Collector Office
8	Villuppuram	Collector Office
9	Salem	Collector Office
10	Namakkal	Collector Office
11	Erode	Collector Office
12	The Nilgiris	Collector Office
13	Coimbatore	Collector Office
14	Dindigul	Collector Office
15	Karur	Collector Office
16	Tiruchirappalli	Collector Office
17	Perambalur	Collector Office
18	Cuddalore	Collector Office
19	Nagappattinam	Collector Office
20	Tiruvarur	Collector Office
21	Thanjavur	Collector Office
22	Pudukkottai	Collector Office
23	Sivaganga	Collector Office

24	Madurai	Collector Office
25	Theni	Collector Office
26	Virudhunagar	Collector Office
27	Ramanathapuram	Collector Office
28	Thoothukkudi	Collector Office
29	Tirunelveli	Collector Office
30	Kanniyakumari	Collector Office
31	Ariyalur	Collector Office
32	Tiruppur	Collector Office

♣As And When Any New District Is Created, The Same Would Require All The Facilities

**List C- ~Assembly Constituency (A.Cs)\* -A.C Number wise**

**TIRUVALLUR**

1	GUMMIDIPOONDI	Taluk Office, Gummidipoondi
2	PONNERI (SC)	Taluk Office, Ponneri
3	TIRUTTANI	Taluk Office, Tiruttani
4	THIRUVALLUR	Taluk Office, Tiruvallur
5	POONAMALLEE (SC)	Taluk Office, Poonamallee
6	AVADI	Taluk Office, Poonamallee
7	MADURAVOYAL	Taluk Office, Ambattur
8	AMBATTUR	Taluk Office, Ambattur
9	MADAVARAM	Taluk Office, Madhavaram
10	THIRUVOTTIYUR	Taluk Office, Madhavaram

**CHENNAI**

11	DR.RADHAKRISHNAN NAGAR	No.266,Thiruvotriyur High Road,Chennai – 600 021.
12	PERAMBUR	No.266,Thiruvotriyur High Road,Chennai – 600 021.
13	KOLATHUR	No.5. Anderson Road, Ayanavaram, Chennai.23.
14	VILLIVAKKAM	No.36B/12B Pulla Avenue, Shenoy Nagar,Chennai-600 030
15	THIRU-VI-KA-NAGAR (SC)	No.5. Anderson Road, Ayanavaram, Chennai.23.
16	EGMORE (SC)	No .62,Basin Bridge Salai, Chennai 21
17	ROYAPURAM	No .62,Basin Bridge Salai, Chennai 21
18	HARBOUR	No .62,Basin Bridge Salai, Chennai 21

19	CHEPAUK-THIRUVALLIKENI	No.4,4th Cross Street,Lakeview Road,Chennai – 600 034.
20	THOUSAND LIGHTS	No.4,4th Cross Street,Lakeview Road,Chennai – 600 034.
21	ANNA NAGAR	No.36B/12B Pulla Avenue, Shenoy Nagar,Chennai-600 030
22	VIRUGAMPAKKAM	No.117. Nsk Road, Kodambakkam-Chennai-600 024
23	SAIDAPET	No.115,Dr.Muthulakshmi Salai,Chennai-600 020
24	THIYAGARAYANAGAR	No.117. Nsk Road, Kodambakkam-Chennai-600 024
25	MYLAPORE	No.4,4th Cross Street,Lakeview Road,Chennai – 600 034.
26	VELACHERY	No.115,Dr.Muthulakshmi Salai,Chennai-600 020
<b>KANCHEEPURAM</b>		
27	SHOZHINGANALLUR	Tambaram RDO Office, MEPZ OPP, Tambaram
28	ALANDUR	Tambaram RDO Office, MEPZ OPP, Tambaram
29	SRIPERUMBUDUR (SC)	Taulk Office, Sriperumpudhur
30	PALLAVARAM	Tambaram RDO Office, MEPZ OPP, Tambaram
31	TAMBARAM	Tambaram RDO Office, MEPZ OPP, Tambaram
32	CHENGALPATTU	Taluk Office, Chengalpattu
33	THIRUPORUR	Taulk Office, Thirukalghukuntram
34	CHEYYUR (SC)	Taluk Office, Cheyyur
35	MADURANTAKAM (SC)	Taluk Office, Maduratakam
36	UTHIRAMERUR	Taluk Office, Uthiramerur
37	KANCHEEPURAM	Taluk Office, Kancheepuram
<b>VELLORE</b>		
38	ARAKKONAM (SC)	Arakkonam Taluk Office
39	SHOLINGUR	Tiruttani Road, Arakkonam Taluk Office
40	KATPADI	Katpadi Taluk Office
41	RANIPET	Walajah Taluk Office
42	ARCOT	Arcot Taluk Office
43	VELLORE	Vellore Taluk Office
44	ANAIKATTU	Vellore Taluk Office
45	KILVAITHINANKUPPAM (SC)	Katpadi Taluk Office
46	GUDIYATTAM (SC)	Gudiyatham Taluk Office
47	VANIYAMBADI	Vaniyambadi Taluk Office

48	AMBUR	Ambur Taluk Office
49	JOLARPET	Tirupattur Taluk Office
50	TIRUPATTUR	Tirupattur Taluk Office
<b>KRISHNAGIRI</b>		
51	UTHANGARAI (SC)	Taluk Office, Uthangarai
52	BARGUR	Taluk Office, Pochampalli
53	KRISHNAGIRI	Taluk Office, Krishnagiri
54	VEPPANAHALLI	Taluk Office, Hosur
55	HOSUR	Taluk Office, Hosur
56	THALLI	Taluk Office, Denkanikottai
<b>DHARMAPURI</b>		
57	PALACODU	Taluk Office, Palacode
58	PENNAGARAM	Taluk Office, Pennagaram
59	DHARMAPURI	Taluk Office, Dharmapuri
60	PAPPIREDDIPPATTI	Taluk Office, Pappireddipatti
61	HARUR (SC)	Taluk Office, Harur
<b>TIRUVANNAMALAI</b>		
62	CHENGAM (SC)	Taluk Office, Chengam
63	TIRUVANNAMALAI	Taluk Office, Tiruvannamalai
64	KILPENNATHUR	Taluk Office, Tiruvannamalai
65	KALASAPAKKAM	Taluk Office, Kalasapakkam
66	POLUR	Taluk Office, Polur
67	ARANI	Taluk Office, Arani
68	CHEYYAR	Taluk Office, Cheyyar
69	VANDAVASI (SC)	Taluk Office, Vandavasi
<b>VILLUPURAM</b>		
70	GINGEE	Taluk Office, Gingee
71	MAILAM	Taluk Office, Tindivanam
72	TINDIVANAM (SC)	Taluk Office, Tindivanam
73	VANUR (SC)	Taluk Office, Vanur
74	VILLUPURAM	Taluk Office, Villupuram



75	VIKRAVANDI	Taluk Office, Viluppuram
76	TIRUKKOYILUR	Taluk Office, Tirukoyilur
77	ULUNDURPETTAI	Taluk Office, Ulundurpet
78	RISHIVANDIYAM	Taluk Office, Sankarapuram
79	SANKARAPURAM	Taluk Office, Sankarapuram
80	KALLAKURICHI (SC)	Taluk Office, Kallakurichi
<b>SALEM</b>		
81	GANGAVALLI (SC)	Taluk Office, Gangavalli
82	ATTUR (SC)	Taluk Office, Attur
83	YERCAUD (ST)	Taluk Office, Valappady
84	OMALUR	Taluk Office, Omalur
85	METTUR	Taluk Office, Mettur
86	EDAPPADI	Taluk Office, Edappadi
87	SANKARI	Taluk Office, Sankari
88	SALEM (WEST)	Revenue Divisional Office, Salem
89	SALEM (NORTH)	Salem City Municipal Corpn. (SCMC), Salem
90	SALEM (SOUTH)	Salem City Municipal Corpn (SCMC), Salem
91	VEERAPANDI	Taluk Office, Salem
<b>NAMAKKAL</b>		
92	RASIPURAM (SC)	Taluk Office, Rasipuram
93	SENTHAMANGALAM (ST)	Taluk Office, Namakkal
94	NAMAKKAL	Taluk Office, Namakkal
95	PARAMATHI-VELUR	Taluk Office, Paramathivelur
96	TIRUCHENGODU	Taluk Office, Tiruchengode
97	KUMARAPALAYAM	Taluk Office, Tiruchengode
<b>ERODE</b>		
98	ERODE (EAST)	Corporation Office, Near Periya Marriamman Kovil PS Park, Erode
99	ERODE (WEST)	Taluk Office, PS Park, Erode
100	MODAKKURICHI	Taluk Office, PS Park, Erode
101	DHARAPURAM (SC)	Taluk Office, Dharapuram
102	KANGEYAM	Taluk Office, Kangeyam
103	PERUNDURAI	Taluk Office, Near Police Station Perundurai Erode

104	BHAVANI	Taluk Office, Anthiyur Road Corner, Bhavani, Erode
105	ANTHIYUR	Taluk Office, Anthiyur Road Corner, Bhavani, Erode
106	GOBICHETTIPALAYAM	Taluk Office, Kacheri Medu, Gobichettipalayam, Erode
107	BHAVANISAGAR (SC)	Taluk Office, Bannari Main Road, Sathyamangalam, Erode
<b>TIRUPPUR</b>		
112	AVANASHI (SC)	Taluk Office, Avinashi
113	TIRUPPUR (NORTH)	Taluk Office, Tiruppur
114	TIRUPPUR (SOUTH)	Corporation Office, Tiruppur
115	PALLADAM	Taluk Office, Palladam
125	UDUMALPET	Taluk Office, Udumalaipettai
126	MADATHUKULAM	Taluk Office, Madathakulam
<b>THE NILGIRIS</b>		
108	UDHAGAMANDALAM	Taluk Office, Udhagamandalam
109	GUDALUR (SC)	Taluk Office, Gudalur
110	COONOOR	RDO Office, Coonoor
<b>COIMBATORE</b>		
111	METTUPPALAYAM	Mettupalayam Taluk Office, Sirumugai Road, Mettupalayam, Coimbatore-641302.
116	SULUR	Taluk Office Sulur, Trichy Road, Coimbatore-641402
117	KAVUNDAMPALAYAM	North Taluk Office, Bala Sundaram Road, Coimbatore-641002
118	COIMBATORE (NORTH)	North Taluk Office, Bala Sundaram Road, Coimbatore-641002
119	THONDAMUTHUR	Taluk Office, Osur Road, Coimbatore-41018
120	COIMBATORE (SOUTH)	City Municipal Corporation Office, Town Hall, Coimbatore-641001
121	SINGANALLUR	City Municipal Corporation Office, Town Hall, Coimbatore-641001
122	KINATHUKADAVU	Taluk Office, Osur Road, Coimbatore-641018
123	POLLACHI	Pollachi Taluk Office, Coimbatore Road, Coimbatore-642001
124	VALPARAI (SC)	Taluk Office Valparai, Coimbatore-642127
<b>DINDIGUL</b>		
127	PALANI	Taluk Office, Palani
128	ODDANCHATRAM	Taluk Office, Oddanchadram
129	ATHOOR	Taluk Office, Athoor

130	NILAKKOTTAI (SC)	Taluk Office, Nilakottai
131	NATHAM	Taluk Office, Natham
132	DINDIGUL	Taluk Office, Dindigul
133	VEDASANDUR	Taluk Office, Vendasandur
<b>KARUR</b>		
134	ARAVAKURICHI	1st Floor Aravakurichi Taluk Office
135	KARUR	Ground Floor Taluk Office Karur
136	KRISHNARAYAPURAM (SC)	Ground Floor Taluk Office Krishnarayapuram
137	KULITHALAI	1st FLOOR TALUK OFFICE KULITHALAI
<b>TIRUCHIRAPPALLI</b>		
138	MANAPPARAI	Taluk Office, Manapparai
139	SRIRANGAM	Taluk Office, Srirangam
140	TIRUCHIRAPPALLI (WEST)	City Corporation Office, Tiruchirappalli
141	TIRUCHIRAPPALLI (EAST)	City Corporation Office, Tiruchirappalli
142	THIRUVERUMBUR	Taluk Office, Thiruverumbur
143	LALGUDI	Taluk Office, Lalgudi
144	MANACHANALLUR	Taluk Office, Manachanallur
145	MUSIRI	Taluk Office, Musiri
146	THURAIYUR (SC)	Taluk Office, Thuraiyur
<b>PERAMBALUR</b>		
147	PERAMBALUR (SC)	Taluk Office, Perambalur-621212
148	KUNNAM	Taluk Office, Kunnam, Perambalur District
<b>ARIYALUR</b>		
149	ARIYALUR	Taluk Office, Ariyalur.
150	JAYANKONDAM	Taluk Office, Jayankondam
<b>CUDDALORE</b>		
151	TITTAKUDI (SC)	Taluk Office Tittagudi
152	VRIDDHACHALAM	Taluk Office Vridhachalam
153	NEYVELI	Taluk Office Panruti
154	PANRUTI	Taluk Office Panruti
155	CUDDALORE	Taluk Office Cuddalore

156	KURINJIPADI	Taluk Office
157	BHUVANAGIRI	Taluk Office Chidambaram
158	CHIDAMBARAM	Taluk Office Chidambaram
159	KATTUMANNARKOIL (SC)	Taluk Office Kattumannarkoil
<b>NAGAPATTINAM</b>		
160	SIRKAZHI (SC)	Taluk Office,Thenpathi,Sirkali-609111
161	MAYILADUTHURAI	Taluk Office,Mayiladuthurai-609001
162	POOMPUHAR	Taluk Office,Tharangambadi-609307
163	NAGAPATTINAM	Taluk Office,Velipalayam,Nagapattinam-611001
164	KILVELUR (SC)	Taluk Office,Kilvelur-611104
165	VEDARANYAM	Taluk Office,Vedaranyam-614810
<b>THIRUVARUR</b>		
166	THIRUTHURAIPOONDI (SC)	Taluk Office, Thiruthuraipoondi
167	MANNARGUDI	Taluk Office, Mannargudi
168	THIRUVARUR	Taluk Office, Tiruvarur
169	NANNILAM	Taluk Office, Nannilam
<b>THANJAVUR</b>		
170	THIRUVIDAIMARUDUR (SC)	Taluk Office, Thiruvidaimarudur
171	KUMBAKONAM	Taluk Office, Kumbakonam
172	PAPANASAM	Taluk Office, Papanasam
173	THIRUVAIYARU	Taluk Office, Thiruvaiyaru
174	THANJAVUR	Taluk Office, Thanjavur
175	ORATHANADU	Taluk Office, Orathanadu
176	PATTUKKOTTAI	Taluk Office, Pattukkottai
177	PERAVURANI	Taluk Office, Peravurani
<b>PUDUKKOTTAI</b>		
178	GANDHARVAKOTTAI (SC)	Taluk Office, Gandarvakottai Taluk, Pudukkottai - 613301
179	VIRALIMALAI	Taluk Office, Illupur Taluk, Pudukkottai - 622102
180	PUDUKKOTTAI	Taluk Office, Pudukkottai Taluk, Pudukkottai - 622001
181	THIRUMAYAM	Taluk Office, Thirumayam Taluk, Pudukkottai - 622507
182	ALANGUDI	Taluk Office, Alangudi Taluk, Pudukkottai - 622301

183	ARANTHANGI	Revenue Divisional Office, Aranthangi Taluk, Pudukkottai - 614616
<b>SIVAGANGA</b>		
184	KARAIKUDI	Taluk Office Karaikudi.
185	TIRUPPATTUR	Taluk Office Tiruppathur.
186	SIVAGANGA	Taluk Office Sivaganga
187	MANAMADURAI (SC)	Taluk Office Manamadurai.
<b>MADURAI</b>		
188	MELUR	Epic Centre, Taluk Office, Melur
189	MADURAI EAST	Epic Centre, Taluk Office, Madurai North, Collector Office, Madurai
190	SHOLAVANDAN (SC)	Epic Centre, Taluk Office, Vadipatti.
191	MADURAI NORTH	O/O. Assistant Commissioner, Zone -2, Madurai Corporation.
192	MADURAI SOUTH	O/O. Assistant Commissioner Office, Zone -3, Madurai Corporation.
193	MADURAI CENTRAL	O/O. Assistant Commissioner Office, Zone -4, Madurai Corporation.
194	MADURAI WEST	O/O. Assistant Commissioner office, Zone -1, Madurai Corporation.
195	THIRUPARANKUNDRAM	Epic Centre, Taluk Office, Madurai South, Collector Office, Madurai
196	THIRUMANGALAM	Epic Centre, Taluk Office, Thirumangalam
197	USILAMPATTI	Epic Centre, Taluk Office, Usilampatti.
<b>THENI</b>		
198	ANDIPATTI	TALUK OFFICE, ANDIPATTI
199	PERIYAKULAM (SC)	TALUK OFFICE, PERIYAKULAM
200	BODINAYAKANUR	TALUK OFFICE, BODINAYAKANUR
201	CUMBUM	TALUK OFFICE, UTHAMAPALAYAM
<b>VIRUDHUNAGAR</b>		
202	RAJAPALAYAM	Taluk Office, Rajapalayam
203	SRIVILLIPUTHUR (SC)	Taluk Office, Srivilliputhur
204	SATTUR	Taluk Office, Sattur
205	SIVAKASI	Taluk Office, Sivakasi
206	VIRUDHUNAGAR	Taluk Office, Virudhunagar
207	ARUPPUKOTTAI	Taluk Office, Aruppukottai
208	TIRUCHULI	Taluk Office, Tiruchuli

RAMANATHAPURAM		
209	PARAMAKUDI (SC)	TALUK OFFICE, PARAMAKUDI.
210	TIRUVADANAI	TALUK OFFICE, THIRUVADANAI..
211	RAMANATHAPURAM	TALUK OFFICE, RAMANATHAPURAM.
212	MUDHUKULATHUR	TALUK OFFICE, MUDUKULATHUR.
THOOTHUKUDI		
213	VILATHIKULAM	VILATHIKULAM TALUK OFFICE,VILATHIKULAM,THOOTHUKUDI DISTRICT.
214	THOOTHUKUDI	THOOTHUKUDI TALUK OFFICE,GREAT COTTON ROAD,NEAR OLD HARBOUR,THOOTHUKUDI.
215	TIRUCHENDUR	TIRUCHENDUR TALUK OFFICE, TIRUCHENDUR, THOOTHUKUDI DISTRICT.
216	SRIVAIKUNTAM	SRIVAIKUNDAM TALUK OFFICE,SRIVAIKUNDAM,THOOTHUKUDI DISTRICT
217	OTTAPIDARAM (SC)	OTTAPIDARAM TALUK OFFICE,THOOTHUKUDI DISTRICT.
218	KOVILPATTI	KOVILPATTI TALUK OFFICE,THOOTHUKUDI DISTRICT
TIRUNELVELI		
219	SANKARANKOVIL (SC)	Taluk Office Sankarankovil
220	VASUDEVANALLUR (SC)	Taluk Office Vasudevanallur
221	KADAYANALLUR	Taluk Office Kadayanallur
222	TENKASI	Taluk Office Tenkasi
223	ALANGULAM	Taluk Office Alangulam
224	TIRUNELVELI	Taluk Office Tirunelveli
225	AMBASAMUDRAM	Taluk Office Ambasamudram
226	PALAYAMKOTTAI	Taluk Office Palayamkottai
227	NANGUNERI	Taluk Office Nanguneri
228	RADHAPURAM	Taluk Office Radhapuram
KANNIYAKUMARI		
229	KANNIYAKUMARI	Thovalai Taluk Office @ Bhootapandi
230	NAGERCOIL	Agastheeswaram Taluk Office @ Nagercoil
231	COLACHAL	Kalkulam Taluk Office @ Thuckalay
232	PADMANABHAPURAM	Kalkulam Taluk Office @ Thuckalay
233	VILAVANCODE	Vilavancode Taluk Office @ Kuzhithurai
234	KILLIYOOR	Vilavancode Taluk Office @ Kuzhithurai

♣As And When Any Modification/Addition/Bifurcation Takes Place, The Same Would Be Deemed To Be Part Of The Contract.



## APPENDIX 2

## ASSET INVENTORY LIST FOR AMC:

List	Category	Equipment	Configuration & Make	Qty	Unit Cost (Approximately) in Rs.	Total value of the Asset (approximately) in Rs.
1	2	3	4	5	6	7 = 5 x 6
<b>List A - CEO's Office</b>	<b>Category 1</b>	Rack Server	DELL - PowerEdge 6850 Intel Xeon 3.00 GHz ; 4GB RAM ; 680GB HDD; 2TB SAN Storage	1	672000	672000
		Rack Server	DELL - PowerEdge R900 ; Intel Xeon ® E7420 @ 2.13GHz (2 Processors); 64-bit; 64GB RAM; 300GB x 8 HDDs ;	1	565000	565000
		Rack Server	DELL - PowerEdge R900 ; Intel Xeon ® E7420 @ 2.13GHz (2 Processors); 64GB RAM; 300GB x 2 HDDs ; 146GB x 2 HDDs; 64-bit	1	441000	441000
		Rack Server	DELL - PowerEdge R900 ; Intel Xeon ® E7420 @ 2.13GHz (2 Processors); 64GB RAM; 146GB x 3 HDDs ; 64-bit	2	752000	1504000
		Tower Server	DELL PowerEdge2900	1	194000	194000
		HP Desktop	HP Elite 7100 - Intel i3; 540@ 3.07GHz (2 cores); 2 GB RAM ; 500 GB HDD	4	22300	89200



		DELL Desktop	DELL Vostro 220s Series - Intel Core2Duo E7400@2.80GH z 2 cores; 2.00 GB RAM; 500 GB HDD	10	22300	223000
		Lenovo Desktop	LENOVO 9439AA6 - Intel Core2Duo E4500@2.20GH z 2 cores; 3.00 GB RAM; 500 GB HDD	4	22300	89200
		SAN Storage	<b>Tray 1</b> - 1 TB x 9 Units ; <b>Tray 2</b> - 450GB x 10 Units, 1TB x 2 Units	1	500000	500000
	<b>Category 2</b>	HP8300 Scanner	HP8300 Scanner	1	25700	25700
		Seagate External HDD	1 TB	2	13000	26000
	<b>Category 3</b>	FOC Switch	CISCO	2	100000	200000
<b>List B - DEO's Office (32 Districts)</b>	<b>Category 1</b>	Server	DELL PowerEdge2900	32	194000	6208000
		Desktop		0	0	0
	<b>Category 2</b>	Laser Printer	Samsung ML 4551 ND	16	25000	400000
		Laser Printer	Samsung ML 2010	1	25000	25000
		Scanner	HP Scanner 8300	31	25700	796700
		External Hard Disk	Seagate External HDD	32	13000	416000
	<b>Category 3</b>	Switch	Switch	150	3000	450000
<b>List C - EPIC Centres at the ACs</b>	<b>Category 1</b>	Server	-	0	0	0
		Desktop	DELL Optplex 330 Desktop	183	22300	4080900
	<b>Category 2</b>	Laser Printer	Samsung 3051	183	25000	4575000
		Scanner	HP Scanner 8300	201	25700	5165700
		Camera	Fujia 610 Digital Camera	125	6265	783125
	<b>Category 3</b>	Switch, Router etc.,	-	0	0	0
			<b>Total Value</b>			<b>27429525</b>

## Appendix - 3

**Bank Guarantee Format**

(To be executed in Rs.100/- Stamp Paper)

To  
Chief Electoral Officer &  
Principal Secretary to Government  
Public (Elections) Department  
Secretariat  
Fort St. George  
Chennai - 600009

Bank Guarantee No:  
Amount of Guarantee:  
Guarantee covers from:  
Last date for lodgement of claim:

This Deed of Guarantee executed by ..... (Bankers Name & Address) having our Head Office at .....(address) (hereinafter referred to as "the Bank") in favour of Chief Electoral Officer & Principal Secretary to Government, Public (Elections) Department, Secretariat, Government of Tamil Nadu (hereinafter referred to as "the Beneficiary") for an amount not exceeding Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only) as per the request of M/s.

\_\_\_\_\_ having its office address at \_\_\_\_\_ (hereinafter referred to as "Successful Bidder") against Letter of Acceptance reference \_\_\_\_\_ dated \_\_\_\_/\_\_\_\_/\_\_\_\_ of Chief Electoral Officer This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_ Only) and the guarantee shall remain in full force up to \_\_\_\_ months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before \_\_\_\_ months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Successful Bidder shall furnish you with a Bank Guarantee by a Scheduled/ Nationalised Bank for the sum specified therein as security for compliance with the Successful Bidder's performance obligations for a period in accordance with the contract. \_\_\_\_\_

AND WHEREAS we have agreed to give the Successful Bidder a Guarantee.

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the Successful Bidder up to a total of Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ Only) and we undertake to pay you, upon your first written demand declaring the Successful Bidder to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any Objection or dispute whatsoever raised by the Successful Bidder.

This Guarantee is valid until \_\_ months from the date of Bank Guarantee.

Notwithstanding, anything contained herein. Our liability under this guarantee shall not exceed Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ Only). This Bank Guarantee shall be valid up to \_\_ months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_.

In witness whereof the Bank, through its authorised Officer, has set its, hand and stamp on this ..... at \_\_\_\_\_.

Witness:

(Signature)  
(Name in Block Letters)

- 1.
- 2.

