



**Office of the  
Chief Electoral Officer &  
Principal Secretary  
(Election), Government  
of Manipur**

**Tender for Queue  
Management System at  
Polling Stations, Bye  
Election, Manipur - 2020**

**Tender Reference**

**No.CEO-101/7/2020-QueMan**

**Tender Document Version 1.2  
Dated: 15<sup>th</sup> October, 2020**

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Manipur -795001

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<b>Acronyms used in the Document</b>	
BG	Bank Guarantee
CC	Counting Process
CEO	Chief Electoral Officer
DEO	District Electoral Officer / Deputy Commissioner
DD	Demand Draft
ECI	Election Commission of India
EMD	Earnest Money Deposit
HD	High Definition
INR	Indian Rupees
IT	Information Technology
IP	Internet protocol
LD	Liquidated Damage
LOA	Letter Of Acceptance
LOI	Letter of Indent
PS	Polling Stations
RO	Returning Officer
SD	Security Deposit
SLA	Service Level Agreement
SPOC	Single Point of Contact
ST	Service Tax
TDS	Tax Deduction at Source
MLA	Manipur Legislative Assembly
ED	Election Department, Manipur

### Know Your Rights

1. All tenders will be opened only in the presence of the bidders or their representatives, on the appointed date and time.
2. The bidders have a right to insist on processing of technical bids in the bidders presence only.
3. Price bid opening will be done only in the presence of technically qualified bidders or their representatives, on the appointed date and time.
4. Vendors / bidders are eligible for a vendor signed copy of the price bid comparison statement on the spot.
5. Please insist on your rights and avail the same.

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

The Chief Electoral  
Officer,  
Manipur

**Letter of Undertaking**

To

The Chief Electoral Officer,  
Manipur,  
Lamphel,  
Imphal, Manipur – 795004

Sir,

Sub: Undertaking for participating in Election Department's Tender for Queue Management System at Polling Stations, Bye Election, Manipur- 2020 - Reg.

Ref: Tender No. CEO-101/7/2020-QueMan Dated \_\_\_\_\_

I/We----- have gone through the Terms and Conditions, Scope of Work and Specification and will abide by them as laid down in the Tender Documents, Technical bid and Price Bid.

I/We ----- hereby confirm that our Company was not blacklisted by any State Governments/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/ SD was not forfeited by any State Governments / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I/We----- hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from

this tender and also are liable for any penal actions that may arise due to the above.

I/We \_\_\_\_\_ certify that no refurbished components are used for the provision of Queue Management System at Polling Stations, Bye Election, Manipur- 2020. The tendered items to be delivered under this contract are certified as genuine and valid.

I/We \_\_\_\_\_ certify that we are liable and responsible for any disputes arising out of the Intellectual Property Rights.

**In case of violation of any of the conditions above, I/We.....Understand that I/ We are liable to be blacklisted.**

Yours faithfully  
for \_\_\_\_\_  
Name, Signature  
Designation  
Seal

**Note:**

- 1) Declaration in the company's letter head should be submitted as per the format given above
- 2) If the bidding firm has been blacklisted by any State Governments/ Central Government/ Public Sector Undertakings earlier before 3 years, then the details should be provided.

## 1. Preamble

The Election Commission of India has avidly used latest technology not only to make the process of electioneering in the country transparent but also to ensure convenience of the citizens and registered electors. The Chief Electoral Officer, Manipur, under the able guidance of the Commission has tried the best to implement all the technological announcements that are made by the Commission towards the conduct of elections. Also, in whatever way it is possible the innovations are also brought into address either local requirement or leveraging latest technological feature to make the IT vision of Commission a reality paradigm.

A Queue Management System is envisaged as a Service provided to the public and Govt. Officials to know the current queue status at the polling station. An SMS facility shall also be provided to voters to check the Queue Status through SMS. The QMS(Queue Management System) would help in the management of voter queue at polling stations which would help in abiding the SOP guidelines for Covid-19 as directed by ECI.



**ATTENTION CLAUSE:** All Intellectual Property Rights will vest with the Client and the bidder shall have no right over the same. Due to security reasons, the Bidder is required not to disclose that they are bidding for this assignment, or in any way disclose that they are performing this assignment to any third party without the consent of the Nodal Officer or the Contracting Authority. Each of the Bidder Personnel shall also be required to sign a Non-Disclosure Agreement with Election Department and there may be civil and criminal penalties in case of breach of the agreement.

In view of the above, Election Department, Manipur, invites bids from the suitable bidders for the Tender towards provisioning Queue Management System at Polling Stations, Bye Election, Manipur- 2020, as per the Technical specification and terms & conditions as given in this Tender document. The Successful Bidder of this tender shall be required to work closely with the Officials of Election Department(the Client) to complete the work required, up to their satisfaction.

**Definitions used in the Tender Document:**

1	Agreement	Means the document signed by the Authority (Election Department) Department and the Bidder that incorporate any final corrections or modifications to the tender and is the legal document binding on both the parties to all terms and conditions of the Contract
2	Bid	Means the complete bidding document submitted by the Bidder to the Authority (Election Department) and shall include any corrections, addenda and modifications made therein In accordance with the terms and conditions of tender.
3	Bidder	Means the party who makes a formal offer in pursuance of the tender floated.
4	Day	A day means a calendar day
5	Invitation of Bid	Means the advertisement published in accordance with the legal requirements or notifications by other means to prospective Bidders of the forthcoming opportunity to Bid for the Contract.
6	Letter of Acceptance	Means the formal acceptance of the bid of the Successful Bidder by Election Department
7	Lowest Tender	Means the tender which, on evaluation, is found to be the most beneficial to the procuring entity in financially quantifiable terms.
8	Payment	Means the amount payable by Election Department, Manipur based on the tendered items as per the agreement.
9	Period	Means entire term of the Contract
10	Purchaser	Purchaser means the end-user for whom the procurement / Services is indented through the tender.
11	Successful Bidder	Successful Bidder means the Bidder who becomes successful through the tender process
12	Service Tax	As per the announcement of Government of India, service tax will be paid at actuals as applicable

## 2. Tender Schedule (Short-Notice Tender)

### ELECTION DEPARTMENT, MANIPUR

1.	Tender inviting Authority, Designation and Address	The Chief Electoral Officer, Lamphelpat, Imphal, Manipur e-mail: <a href="mailto:ceo_manipur@nic.in">ceo_manipur@nic.in</a>
2.	A) Name of the Work	Short-Notice Tender for Queue Management System at Polling Stations, Bye Election, Manipur-2020.
	B) Tender reference	CEO-101/7/2020-QueMan
	C) Installation	Approximately 258 Polling Stations. Number may increase or decrease at the discretion of Election Department, Manipur.
3.	Tender documents available place	Tender documents can be downloaded from <a href="http://www.ceomanipur.nic.in">http://www.ceomanipur.nic.in</a>
4.	Cost of Tender Document	<b>Rs.5,000 (Rupees Five Thousand Only)</b> should be paid by way of Demand Draft drawn in favor of “ <b>Chief Electoral Officer, Manipur</b> ” and payable at Imphal only.
5.	Earnest Money Deposit (EMD)	<b>Rs.7,500/- (Rupees Seven Thousand Five Hundred only)</b> should be paid by way of Demand Draft drawn in favor of “ <b>Chief Electoral Officer, Manipur</b> ” and payable at Imphal only.
6	Tender submission	Two-Part Tender comprising of Technical Bid and Price Bid should be submitted in separate sealed packets[2 sealed packets inside 1 single packet] to the office of ‘The Chief Electoral Officer, Manipur’, Lamphelpat, Imphal West, Manipur - 795001. Packet 1 : Stage-1-Technical Bid Packet 2 : Stage-2- Price Bid Tenders received after the due date and time will be summarily rejected.
7.	Date and Place of Pre-Bid meeting	15.10.2020 12:00 PM  CEO Office, Lamphelpat, Imphal
8.	Date of uploading revised/ finalized RFP and Bid Submission Start Date	15.10.2020 06:00 PM. Tender document can be downloaded from <a href="http://www.ceomanipur.nic.in">http://www.ceomanipur.nic.in</a>
9.	Due Date, Time and Place of submission of Tender	21.10.2020 12:00 PM. To be submitted to office of ‘The Chief Electoral Officer, Manipur’, Lamphelpat, Imphal West, Manipur.

<b>10.</b>	Date, Time and Place of opening of the Technical Bids	21.10.2020 04:00 PM, CEO Office, Lamphelpat, Imphal
<b>11.</b>	Date, Time and Place of Technical Presentation / Live Demonstration of the Queue Management System Solution	21.10.2020 04:00 PM, CEO Office, Lamphelpat, Imphal
<b>12.</b>	Date, Time and Place of opening of Price Bids	21.10.2020 05:30 PM, CEO Office, Lamphelpat, Imphal
<b>13.</b>	Bid validity	180 days

## **2.1 Details of Presentation/Live Demonstration**

The bidder shall make arrangements to provide a demonstration of the Queue Management System solution.

The presentation of the bidder shall constitute the following:

- a) Provide demonstration of the Queue Management System.
- b) Provide a demonstration of the SMS functionality to be used by voters.
- c) Provide a demonstration of the Web/App based functionality to be used by Voters and System Administrators.

### 3. General Instructions

#### 3.1 General

a) 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. Relaxation in submission of the documentary proof has been given ONLY to the existing suppliers and such relaxation from submission of documents is applicable wherever they are eligible to avail.

b) It will be imperative for each Bidder(s) to familiarise himself/themselves with the prevailing legal situations for the execution of contract. Election Department shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.

c) 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 Election Department. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise himself.

d) The Bidder shall be deemed to have satisfied himself 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.

e) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.

f) The Bidder shall make all arrangements as part of the contract to supply, commission and train the beneficiaries at various locations at their own cost and transport.

g) The Bidder should be fully and completely responsible to Election Department for all the deliveries and deliverables.

#### **Clarifications in the Tender**

- a) A prospective Bidder requiring any clarification in the Tender may notify Election Department by letter or by Fax or by E-mail as per the Format prescribed in **Appendix – 3** to [bankimchandra.m@semt.gov.in](mailto:bankimchandra.m@semt.gov.in). We encourage paper free e-mail communication.
- b) The responses to the clarifications will be notified in the websites by means of Corrigendum to the Tender Document. It would be advantageous to commence e-mail contact [bankimchandra.m@semt.gov.in](mailto:bankimchandra.m@semt.gov.in) to register your e-mail id.

#### **Amendments to the Tender**

- a) Before closing of the Tender, clarifications and amendments if any will be notified in the websites mentioned in the Tender Schedule. The Bidders should periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. Election Department will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- b) No clarifications will be offered by Election Department within 72 hours prior to the due date and time for opening of the Tender.
- c) Before the closing of the Tender, Election Department may amend the Tender document as per requirements or wherever Election Department feels that such amendments are absolutely necessary.
- d) Amendments also may be given in response to the queries by the

Prospective Bidders.

- e) Such amendments will be notified in the website mentioned in the tender schedule.
- f) Election Department at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- g) Election Department is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the Bid documents on changes announced through the website.

### **Language of the Bid**

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English duly 15nauthori, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

### **Bid Currency**

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

### **Contacting Tender Inviting Authority**

- a) Bidders shall not make attempts to establish unsolicited and 15nauthorized contact with the Tender Inviting Authority, Tender Scrutiny Committee, Tender Accepting Authority, after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring in extraneous pressures on the Tender Accepting Authority shall be sufficient reasons to disqualify the Bidder.
- b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from the Bidders relating to the tenders submitted by them during the evaluation of tenders.

### **3.7 Force Majeure**

Neither the Purchaser nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective 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.



#### 4. Eligibility Criteria

The Bidders should have the following Eligibility Criteria for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the Eligibility Criteria in the Technical Bid.

#	Eligibility Criteria	Supporting documents for fulfilling the Eligibility Criteria
1	Bidder should be a registered entity with Department of Taxation/ Registrar of Companies registered in India under the Companies Act 1956 or 2013. Bidder should have been in the Information Technology/IT enabled services/Telecommunication business /Video Recording Services/Internet Service Provider for 2 Years as on 30/09/2020.	<p>a) Copy of the Registration with Taxation Department/ Certificate of incorporation should be submitted.</p> <p>b) Copy of the work order dated on or before 01.10.2020 obtained from the customer or agreement signed dated on or before 01.10.2020 with the customer for any IT Services should be submitted.</p>
2	<p><b><u>In case of Consortium of Bidders:</u></b></p> <p>a) Consortium of Bidders is allowed with maximum of three partners.</p> <p>b) One of the partners shall be designated as Prime Bidder and such partner shall be a Registered Company in India and existing for the past 2 years.</p> <p>c) No partner of a Consortium should Bid individually or be a partner of another Consortium.</p>	<p>a) All the Consortium partners individually should submit the Certificate of Incorporation/Registration from the appropriate Authority.</p> <p>b) A Consortium Agreement shall be entered among the partners and the language shall be in English. The original Consortium Agreement shall be submitted. The Consortium Agreement shall contain statement that all partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.</p>
3	Bidder or Prime Bidder in case of a consortium should have an average annual turnover of INR 1 Crore and above in the last three (2016-2017, 2017-2018, 2018-2019) audited financial years.	<p>1. Copies of the Audited balance sheet for the last 3 financial years should be submitted.</p> <p>2. Certificate from the Chartered Accountant should be enclosed with positive Net worth in the last three financial years of 2016-2017, 2017-2018 &amp; 2018-2019.</p> <p>3. Copy of the ITR for 3 years should be submitted (2016-2017, 2017-2018 &amp; 2018-2019).</p>

4	The Prime Bidder or the Consortium Partners should not hold any sanction/black-listing by any Government/Quasi government agency or any Multi-Lateral Donor Body (World Bank, ADB, JICA, etc.) during the past 3 years (even if the sanction / black-list was subsequently withdrawn).	Self-declaration Certificate should be submitted.
5	The Prime Bidder or the consortium partners should be atleast ISO 9001:2008 certified.	Certificate from authorised agency.
6	Prime Bidder should have a GSTIN and should have paid all applicable GST.	GST Registration and GST Paid for the years 2016-2017, 2017-2018 & 2018-2019.
7	IT Project implementation experience worth atleast 20 lakh in the last 3 years.	Relevant Work Orders.
8	Availability of Manpower in the state of Manipur and Outside Manipur (if applicable).	State number of manpower available in Manipur and outside Manipur, respectively.

**Important Note:**

- 1) Bidders should ensure that they have submitted all the required proof of documents self-attested and signed with seal as specified in the Tender document without fail. Bids received without the supporting documents to prove their eligibility are liable for rejection. Bidder must be in a position to produce original for verification as and when demanded by Election Department, failing which, those documents will not be considered.
- 2) Election Department reserves the right to verify the Authenticity and Veracity of any documents submitted for Eligibility criteria.

**Conditions of the Consortium Bidders.**

- 1) One of the Consortium partners from India shall be nominated as Prime Bidder. The Consortium Agreement in INR 100 non-judicial stamp paper should be entered among the partners. All the signatories of the Consortium Agreement shall be authorised by a Power of Attorney signed by the respective Managing Director or Board of Directors of the Companies/parties to the Consortium. Board Resolution authorising the signatories of the Tender and Consortium Agreement would be accepted.
- 2) The Consortium Agreement shall be submitted in original in the Technical Bid. If the Bid from the Consortium becomes successful, the Consortium Agreement, should be registered in Imphal, Manipur before execution of Contract so as to be legally valid and binding on all the partners.
- 3) All partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the Consortium Agreement. The consortium agreement should indicate precisely the role of each partner of the consortium in respect of the contract.
- 4) The Prime Bidder shall be authorised by the other Consortium partner to act on their behalf to incur liabilities, to receive instructions for and on behalf of all partners of the consortium, to execute entire contract and to receive payment.
- 5) Only one Bid will be allowed from a Consortium. The partners of a Consortium are not allowed to bid individually or to be a partner of another Consortium. **All such Bids will be subject to rejection.**

## 5. Bid Preparation and Submission

### Cost of Bidding

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

### Tender Document Fee

The Tender document fee is Rs.5,000(Rupees Five Thousand Only), should be paid by way of Demand Draft drawn in favor of “**Chief Electoral Officer, Manipur**” and payable at Imphal only.

### 5.1 Earnest Money Deposit (EMD)

- a) An EMD amount as specified in the Tender Schedule should be paid by way of Demand Draft drawn in favor of “Chief Electoral Officer, Manipur” payable at Imphal. The Demand Draft should be deposited physically at Election Department, Lamphelpat Office, before the date and time of opening of the Tender. The EMD in the form of Bank Guarantee is not acceptable.
- b) 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 Election Department till it is refunded to the unsuccessful Bidders will not earn any interest thereof.

- c) 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.
- d) The EMD amount will be forfeited to "Chief Electoral Officer, Manipur", 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 and /or fails to sign the Contract within the due dates.
- e) The EMD amount shall be exempted for bidders who are certified under MSME / NSIC, upon furnishing relevant documents.

#### **Letter of Authorisation**

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

#### **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 non-responsive and will be rejected.

**Technical Bid:**

- 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, signed and stamped in all pages by the authorised signatory of the Bidder. Any alternations, deletions or overwriting shall be attested with full signature of the authorised signatory.
- c) The Technical Bid and Price bid should be placed in separate sealed packets inside a single packet. The Technical Bid packet should be labeled as:  
Packet 1: Stage-1-Technical Bid
- d) The bidders should submit the details of make and model of the items offered against the tender requirement.

**Price Bid:**

- 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 include cost and expenses on all counts viz. cost of equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc and any other cost involved in the supply, commissioning and delivery of services.
- c) The Price Bid Form should not contain any conditional offers or variation clauses; otherwise the Bids will be summarily rejected.
- d) The Prices quoted shall be in **INDIAN RUPEES (INR) only**. The tender is liable for rejection if the Price Bid contains conditional offers.
- e) The Price Bid shall be typed, signed and stamped by the authorised signatory in all pages. Any alterations, deletions or overwriting shall be attested with full signature of the authorised 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 during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India within the stipulated delivery period. The Bidders should particularly take note of this factor before submitting the Bids.

- e) The Technical Bid and Price bid should be placed in separate sealed packets inside a single packet. The Price Bid packet should be labeled as:

Packet 2: Stage-2- Price Bid

## **5.2 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.

### **Mode of Submission of Bids**

- a) The Bids should be submitted physically. All bid documents should be submitted to 'The Chief Electoral Officer, Manipur', Lamphelpat, Imphal as per the Technical and Price Bid format as specified under Section 5 (Bid Preparation and Submission).
- b) Election Department will not be liable or responsible for any delay whatsoever.
- c) If any Bid is received by Facsimiles (FAX) or e-mail, the Bid will be treated as non-responsive.

### **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 unless specifically asked by Election Department.



## 6. Tender opening and Evaluation

### 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 authorisation letter from the Bidding authority. A maximum of two representatives for each Bidder would be allowed to attend the Tender opening.

### Tender Validity

The offer submitted by the Bidders should be valid for a minimum period of 180 days from the date of opening of the Tender. However, Election Department reserves the right to extend or short close the Tender validity period, if situation warrants benefiting the Government.

### 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 Authorisation
- received without EMD amount
- are found with suppression of details
- With incomplete information, subjective, conditional offers.
- submitted without supporting documents as per the Eligibility Criteria and Evaluation Criteria
- non-compliance of any of the clauses stipulated in the Tender
- lesser validity period

All responsive Bids will be considered for further evaluation.

The decision of Election Department will be final in this regard.

## **6.1 Clarifications by Election Department**

When deemed necessary, Election Department may seek bonafide clarifications on any aspects 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, Election Department may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder has failed to comply with the requirements of Election Department as stated above, such Bids may at the discretion of Election Department, shall be rejected as technically non- responsive.

## **6.2 Tender Evaluation**

### **Suppression of facts and misleading information**

- a) During the Bid evaluation, if any suppression or misrepresentation is brought to the notice, Election Department shall have the right to reject the Bid and if after selection, will terminate the contract, as the case may be, without any compensation to the Bidder and the EMD / SD, as the case may be, shall also be forfeited.
- b) Bidders should note that any figures in the proof of documents submitted by the Bidders for proving their eligibility is found suppressed or erased, Election Department shall have the right to seek the correct facts and figures or reject such Bids.
- c) It is up to the Bidders to submit the full copies of the proof of documents to meet out the criteria. Otherwise, Election Department at its discretion may or may not consider such documents.
- d) The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.
- e) Bidders may refer to the allocation of marks for each criterion in the Technical Evaluation sheet at Appendix-13

**Technical Bid Evaluation**

**Selection Process**

a) Election Department has adopted a Two Stage Selection Process

(Collectively the “Selection Process”) for evaluating the Proposals comprising technical and financial bids to be submitted Online. The Method of selection will be on Quality (70%) cum Cost (30%) Based Selection (QCBS) -70:30. The technical quality of the proposal shall be given weight-age of 70%. The price Proposal of only those bidders who qualify technically (Minimum Qualifying Marks: 50%) will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal will be given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weight-age of 30%. For working out the combined score, Election Department will use the following methodology:

**Example:**

Stage 1. Technical Bids Evaluation (Table A)

<b>Bidder details</b>	<b>Technical Marks obtained(Out of 100)</b>
Bidder 1	85
Bidder 2	75
Bidder 3	80

Stage 2. Normalization of marks:

(Table B) Normalized score =

(Technical marks obtained by the bidder under consideration/Highest technical marks)\*100

<b>Bidder Details</b>	<b>Normalized score</b>
Bidder 1	$(85/85)*100 =100$
Bidder 2	$(75/85)*100= 88$
Bidder 3	$(80/85)*100=94$

- Based on the results of Technical evaluation, Commercial bids for

those bidders will then be opened who qualify in the Technical evaluation (Minimum Qualifying Marks: 50%).

- The Financial bid amount shall be converted into financial score, while considering the commercial quote given by each of the Bidders in the commercial bid as follows:

Commercial Score of a Bidder =  
 $\{ \text{Lowest commercial bid} / \text{Quote of bidder under consideration} \} * 100$

(Table C)

Bidder Details	Commercial quote	Calculation	Commercial score
Bidder 1	1,30,000	$\{1,00,000/1,30,000\} * 100$	77
Bidder 2	1,20,000	$\{100,000/1,20,000\} * 100$	83
Bidder 3	1,00,000	$\{100,000/1,00,000\} * 100$	100

**Final Score Calculation through QCBS**

The final score will be calculated through Quality and Cost Selection method based with the following weight-age:

Technical: 70%  
 Commercial: 30 %

Combined Technical and Financial score =

$(0.70 * \text{Technical score}) + (0.30 * \text{Commercial Score})$

(Table D)

Bidders	Technical Score (i) (0.7xNormalised Technical Score)	Financial Score (ii)(0.3 x 7xNormalised Financial score)	Final Score(70:30) lii = (i) + (ii)	Rank of the bidder
Bidder 1	70	23.10	93.10	H2
Bidder 2	61.60	24.90	86.50	H3
Bidder 3	65.80	30	95.80	H1

The proposals will be ranked in terms of total scores of each applicant. The proposal with the highest total score (H-1) will be considered for award of contract and will be called for negotiations.

- b) A Technical Evaluation Committee shall examine the technical criteria of the bid and the price bid shall be opened by a Financial Bid Opening Committee and the

proceedings shall be placed before the HTC (Higher Tender Committee) for further process.

- c) The demonstration provided by the bidder as per section **2.1** shall be considered as one of the Technical Evaluating criteria and shall carry marks in the technical evaluation criteria. Bidders who fail to show the solution satisfactorily as mentioned in section **2.1** shall be given minimum marks and their financial bid opening may not be opened.

### **Negotiations**

Negotiations will be conducted with all the Successful Bidders for improvement in the Scope of Work, Specification, further reduction in price and advancement of delivery schedule.

### **Award of Contract**

- 1) Total quantity will be awarded to the H1 Bidder (Highest Score) as per above example.
- 2) No dispute can be raised by any Bidder who's Bid has been rejected and no claims will be entertained or paid on this account.

### **6.3 Election Department reserves the right to:**

- Negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of prices.
- Insist on quality / specification of materials/services delivered.
- Modify, reduce or increase the quantity requirements to an extent of the tendered quantity as per the directives of Election department.
- Election Department reserves its right to withhold any amount for the deficiency in the service.

## 7. Execution of Work

### Acceptance of Tender and Withdrawals

The final acceptance of the tender is entirely vested with Election Department who 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 Election Department, the Successful Bidder shall have no right to withdraw their tender or claim higher price.

### Letter of Acceptance (LOA)

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

### Payment of Security Deposit (SD)

The successful Bidder will be required to remit a Security Deposit(SD) equivalent to **Ten percent** of the value of the order, inclusive of EMD by way of Demand Draft in the name of the "Chief Electoral Officer, Manipur" payable at Imphal or in the form of unconditional irrevocable Bank Guarantee, valid for a period, equivalent to the Contract period from the date of acceptance of the tender on receipt of confirmation from Election Department. **The SD shall be submitted to Election Department within 7 days from the date of issue Letter of Acceptance (LOA) by Election Department.** The SD furnished by the Successful Bidder in respect of the tender will be returned to them after successful fulfillment of the work. The Security Deposit will be refunded to the Successful Bidder only after successful completion of the work Order. The Security Deposit held by Election Department till it is refunded to the Successful Bidder will not earn any interest thereof. 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.

### **Execution of Contract**

- a) The Successful Bidder should execute a Contract as per **Appendix -1** with the client valid for a period of 6 months in the INR 20 non- judicial Stamp Paper bought in Manipur only in the name of the Bidder **within 7 days from the date of Letter of Acceptance issued by Election Department** with such changes/modifications as may be indicated by the client at the time of execution on receipt of confirmation.
- 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 Election Department. Election Department 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 Election Department and Election Department also have the right to recover any consequential losses from the Successful Bidder.

### **Release of Work Order**

After execution of the Contract and payment of Security Deposit, "Firm Work Order" for the Provisioning of Tendered items will be issued to the Successful Bidder by Election Department. The supply and payment will be based on the Work Order(s) issued.

### **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 finalisation and issue of Firm Work Order to the Successful Bidder.

### **Release of SD**

The Security Deposit will be refunded to the Successful Bidder on completion of the contract period up to the satisfaction of Election Department. Such completion would be arrived based on the satisfactory delivery of services by the Successful Bidder as per the contract agreement and as per the Work Order issued by Election Department.

### **Forfeiture of EMD and SD**

- a) If the Successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited to Election Department.
- b) If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited to Election Department and the tender will be held void.
- c) If the Successful Bidder fails to act upon to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by Election Department.

### **Termination of Contract**

#### **Termination for default**

- a) Election Department 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 Service Provider, terminate the contract in whole or part,



(i) if the Service Provider fails to deliver any or all of the goods/ services within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by Elections Department; 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 Election Department, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

- b) In the event of Election Department terminating the Contract in whole or in part, Election Department 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 Election Department for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

#### **Termination for Insolvency**

Election Department 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 Election Department.

#### **Termination for Convenience**

Election Department may, by written notice, with a notice period of 7 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 Election Department'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.

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

The Successful Bidder should nominate and intimate Election Department, a Project 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 Project Manager is fully familiarised with the Tender Conditions, Scope of Work and deliverables.

#### **Liquidated Damages (LD)**

A penalty will be levied at the rate of 2.5% per tracked polling station, on the value of the work pertaining to the span of the event, if the installation is not completed in full within the stipulated time. The delivery period will effect from the date of receipt of confirmed consignee address. If such failure happens for more than two occasions, apart from forfeiting the Security Deposit paid by the Successful Bidder, such performance may entail black-listing of the Successful Bidder.

#### **Penalty for Non-Fulfillment of Tender**

A penalty for non-fulfillment or non-observance of tender conditions indicated in the tender clauses, will be levied at 5% of the total value of the work order.

#### **Other Conditions**

- a) The final decision would be based on the technical capacity and pricing of the Bidder. Election Department does not bind itself in selecting the bidder offering lowest prices.
- b) Election Department reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reasons, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interests of Election

Department for good and sufficient reasons.

**Other Documents to be submitted:**

Copy of EPF Registration or necessary Exemption Letter for ESI Registration should be submitted in the Technical Bid.

**Arbitration and Jurisdiction**

a) 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, Manipur.

If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Chief Electoral officer, Manipur. 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.

(b) Subject to the above, the Courts at Imphal alone only shall have jurisdiction in the matter.

## 8. Scope of Work

The Successful bidder has to undertake Queue Management System at Polling Stations, Bye Sabha Election, Manipur-2020, and to provide a web based software, along with a mobile app (or a Progressive Web Application), to monitor the Queue of voters as per the detailed Scope of Work given below:

- a) Supply/Provision and Installation/set-up of Queue Management System as required at each Polling Station.
- b) Supply/Provision of web-based software to manage the queue of voters in a particular Polling Station.
- c) Supply/Provision of a mobile app to allow voters to check the queue status at a particular polling station.
- d) SMS functionality to voters to check the queue status for their respective polling station by sending an SMS to a designated number.
- e) Supply/Provision of a Web based/Mobile App for entering/updating queue status at each polling station.
- f) The web-based software and mobile app should be an online application and accessible from anywhere using an Internet connection.
- g) Supply and provision of LED screens with a minimum size of 32", which should be displayed prominently at each polling station showing the number of voters in the queue and the cumulative number of voters who have cast their vote for the day with date-time stamp.
- h) The bidder shall provide training to Election Department officials or other respective officials on the usage of the Queue Management System and other related software to be used for smooth functioning of the system.
- i) The web-based software/mobile app should be hosted by the bidder via their own resources and at their own cost. Election Department will not take any responsibility of hosting the said software.
- j) The successful bidder shall Design, Produce, Build, Configure, Test, Implement, Commission, Operate, Manage and maintain the hardware and software involved in provisioning the Queue Management System solution during the Election process.
- k) All types of Server Hardware, Software with license, Database, Data Storage, Connectivity, Networking Equipment, Anti-virus, Intrusion Software, etc. required for centralized monitoring of the solution and connectivity of the device with the centralized server shall be provided by the bidder at their own cost.
- l) Supply and provision of 32" LED screens as per Appendix - 7.
- m) The expected duration of the Queue Management System solution is only for poll day. The successful bidder is expected to commence the operation by setting up the entire necessary infrastructure and have the system ready by P – 1 day.

- n) The successful bidder shall set-up in advance, the QMS Control Room by P-1 at CEO and DEO Office. Subsequently, a trail run could be conducted on P-1 day from all Polling Stations for the Queue Management System.
- o) On Poll day, the successful bidder shall update the status of the implementation of QMS to CEO's/DEO's Office on a periodic manner.
- p) The successful bidder shall provide 48" LED screens at CEO and DEO Office as per Appendix – 9 & 10.
- q) The successful bidder shall prepare a minimum of 1000 tokens per polling stations and disburse these tokens to assigned personnel before poll day. The disbursement of tokens should be done in co-ordination with DEO's office.

## 8.1. **Tasks to be taken up:**

### **Task 1: Web based software/Mobile App:**

- The Bidder should provide a Queue Management System software to be used at Polling Station.
- The bidder shall also provide a mobile app to manage the Queue Management System software.
- The Bidder shall host the Queue Management System and related websites/apps, etc. on its own server at their own cost.
- Election Department will not undertake any hosting responsibilities with respect to the Queue Management software.
- The Queue Management System should not require any specialized software and should be done using the standard browsers which include the latest and up to 4 previous versions of the following – Google Chrome, Internet Explorer, Mozilla Fire Fox and Apple Safari.
- The mobile app Queue Management System should be available on the Google Play Store (for Android phones) and on iTunes App Store (for iPhones). The mobile app can also be a PWA (Progressive Web Application) if a mobile app is not available.
- Running time-stamp and last updated time-stamp should be displayed for each polling station in the exercise.
- The web-based software should be password enabled such that only authorized personnel can view the system. User name and password should be created for the required number of officials to login into the application. The mobile app for System administrators should also be designed in a similar manner.
- The web-based software/mobile app should indicate the active/inactive Polling Stations via a color code scheme or any other similar modes of visual depiction in the web based software.
- The web-based software/mobile app should have an option for rotation of Polling Stations per district-wise and/or constituency-wise.

**Task 2. Display of Queue Management System**

An LED screen should be displayed at each Polling Station to display the queue status as follows:

- The bidder shall supply the necessary equipment to install/set-up the Queue Management System at each Polling Station.
- The bidder shall perform adequate testing of the devices before supplying the same to the Election Department.
- The bidder shall arrange for display and management of Queue Management System at CEO and DEO Office with the required manpower.

**Task 3: Setting up a Help Centre & Deployment of Manpower**

The bidder is required to deploy adequate manpower to meet all conditions of the assignment. The following teams shall be required to be created.

(A) QMS Control Centre at CEO's Office along with necessary equipment.

(B) QMS Control Centre at DEO's Office along with necessary equipment.

**Manpower:**

The personnel to be provided at the office of the State should be skilled in the application software and hardware being deployed by the bidder, their configuration, use, etc. They should be available to assist with any issues arising during the course of the assignment.

The CVs of all the personnel, being deployed should be provided as per **Appendix-4**. Each of the personnel should have at least two of the following with him while in duty.

- A Passport, A Driving License, PAN Card, Aadhaar Card or other form of identity as specified by the Nodal Officer.

The following details shall be provided by the bidder in the CVs – Name, Date of Birth, and Copies of Identity cards as above, Permanent Address, 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 Client may ask for any or all personnel to be replaced, which shall be required to be complied with immediately.

Training of these personnel and the tasks shall include:

Training the manpower in queue management system of polling system. The training required will have to be conducted by the bidder, in the districts/at a suitable place for one or 2 days as decided before they are deputed to the concerned place for on duty.

Troubleshooting any hardware/software issues related to entire process of Queue Management System. Any other tasks found necessary for the successful Queue Management System. The client will issue election duty certificate (EDC) or Postal Ballot to the manpower posted in the respective locations as necessary. The manpower shall be asked to report for duty to the concerned officials when posted.

#### **Task 4. Development of Training Material**

A detailed Training Material is required to be developed by the bidder as the part of the assignment. The training material is required for the following purposes:

- For operating the Queue Management System.
- For Operating the web/mobile app.



The Training Material should be in the following formats:

- a) Documentation: Text based training material in the form of documents showing pictures / images and text of How-To, Help Guides, etc.
- b) Multi-Media: Audio and Video content including animations, videos, etc. for the above. Manuals on How to Video shall also be made available.

The training material shall be placed in a secure location on the Internet for access only by the authorized users. It shall also be available off-line in PEN Drive / CD Discs to all locations, where it can be shared and disseminated with all the intended/required users. The Help Desk personnel shall additionally act as Facilitators to facilitate the learning progress.

**Task 5. SMS functionality for voters**

Voters should be provided a functionality to check the queue status for a particular polling station by sending a SMS to a designated number. The voter should receive via SMS the number of people in the queue at that time of the day.

**Task 6. Preparation and disbursal of Token and equipments for each Polling Stations**

- Preparation of a minimum of 1000 token per Polling Station.
- Disbursal of tokens to assigned personnel before Poll day.
- Disbursal of other equipment related to QMS to assigned personnel before Poll day. The selected bidder shall co-ordinate with the respective DEO in this regard.

**SERVICE LEVEL AGREEMENTS**

- a) The vendor should provide with 100% Server, Network Uptime of the QMS system as standard and shall ensure the following:

SERVICE AVAILABILITY	Deduction from total cost
95% to 100%	0%
90% to 94.9%	10%
80% to 89.9%	25%
70% to 79.9%	50%

## b) Provision of training, training material and manpower:

Provision of Manpower, Training material and training as per stipulated date	Deduction from total cost
On or before date	0%
2-5 days later	10%
6-7 days later	25%
>7 days later	50%

The software must have been developed using Open standards tools as per the GOI guidelines. The bidder shall also provide necessary software such as OS, RDBMS etc., with necessary licenses. The bidder shall interact with the Client/Data Centre agencies towards the smooth installation and running of the Queue Management System.

The Bidder shall provide necessary device, Internet connection and manpower at the identified locations for data transmission purposes to the central server. Since the nature of the job is an important one, the bidder has to maintain adequate stocks of devices, and substitute manpower, so that when there is a failure in any of these cases, steps shall be taken to replace the defective ones with the working ones quickly so that the Queue Management System work goes through smoothly. A central Command centre has to be established for coordinating the resources at their own expense. All contact details shall be provided to the nodal officer.

The bidder shall train the manpower provided, for a day or two before deployment at the district level/intended places, towards the usage of the system, to effectively transmit the queue information. The bidder shall simulate and perform load test of the Queue Management System.

The bidder shall host the Queue Management System Software on the server on public domain with user credentials. The Queue Management System software shall serve the officers at assembly constituency, district, CEO, State and ECI levels as required.

The successful bidder shall monitor the server and the data storage and depending on the requirements, information to be given to the Client/Data Centre agencies, to provide more resources as per the demand towards smooth conduct of the election process.

Election Department shall ensure the safety of the equipment such as devices, internet connectivity devices, etc., installed by the bidders at the respective places, till the events are over.

### ***Reporting Requirements and Time Schedule for Deliverables***

The following would be the reporting requirements for the bidder:

1. An Inception Report within 1 week, from the start of the assignment.
2. Weekly Progress Reports consisting of
  - All works performed by the bidder.
  - The Time Sheets / Attendance duly counter-signed by the Nodal Officer.
3. All Other Reports as required for the successful execution of this assignment.
4. Development and Maintenance of an MIS for all reporting purposes.
5. Final Report within 2 weeks of closure of all activities stipulated in the contract.

The reports may be submitted in hard copy and in soft copy (through e-Mail / MIS / Shared Folder over Internet) to the officers concerned. The bidder after completion of the recording activities, all data to be arranged on the Hard disks in duplicates and handed over to the nodal officer, within 4 days after the Queue Management System is completed.

After handing over the data, the bidder shall not retain any data in their computers or in any form with them. Any deviation in this regard, the bidder shall be held responsible and liable for punishment as per law. The HDDs shall be provided by the bidder at their own cost. The bidder shall ensure that all recorded material be handed over to Election Department. The bidder shall give an undertaking to this effect as per Annexure- 12.

### **8.2. Compliance with Technical Specifications**

All the Bidders shall submit the items as stipulated in the tender. The results and compliance statement will be prepared and evaluated. The samples of those Bidders, if required, which do not conform to the technical specifications, will be rejected.

### **8.3 Qualification of Man Power**

The Bidder shall depute the trained Man power (without any political affiliation) with the qualification of Higher Secondary/Diploma with adequate experience in the operation of IT equipment in the control Centers.

### **8.4. Supply, Installation and Commissioning**

- a) Delivery: The ordered items shall be delivered, installed and commissioned within one month from the date of Work Order. The Successful bidders after obtaining the Consignee address shall visit the sites to assess the readiness of the site for installation. A report in this respect shall be submitted to Election Department.
- b) The Client is solely responsible for the site preparation, if any, before the scheduled installation dates.

- c) After successful Installation, commissioning and completion of the delivery to the User Department at different locations, the Bidder must obtain signed Delivery Challan in the specified format in Appendix-8.
- d) The details of the representatives responsible for attending the services at each client site, name and designation of the contact person and centre in-charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made, in case the service provided to any centre, is not satisfactory and the contact numbers of the responsible person, fax, mobile numbers & email address must be provided well in advance to the Election Department.
- e) In the event of non-acceptance of the items delivered to the Election Department, the Successful Bidder shall immediately report to the concerned Nodal Officer for suitable directions.
- f) If there is any cancellation of the event after issuing the work order, it will be intimated within 24 Hours' time in advance.
- g) The quantity mentioned in the Tender document is tentative only. Payment will be released based on the quantity used at the site and the same has to be attested by Election Department.
- h) The Successful Bidder shall be liable and / or responsible for the compliance of all Statutory Provisions and especially those relating to Labor Laws in respect of this Contract.

#### **8.5 Sample Submission**

- a) For each item quoted in the Tender, if required by Election Department, the samples shall be submitted for testing the specification of the items by Election Department within two days from the date of intimation.
- b) If required by Election Department, Samples are to be arranged by the Bidders for Evaluation either at Election Department or anywhere in Imphal.

## 9. Payment Clause

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

- a) Signing of Contract
- b) Signing of Non-Disclosure Agreement (**Appendix-5**) by all the persons involved in the assignment
- c) Submission of an irrevocable Bank Guarantee of the Contract amount in the format (**Appendix-2**) specified to the Client.

The following would be the Milestones and Payment

#	Milestone	Approval	By Date
1.	Inception Report Submission	By CEO	Within 5 days of receiving Work Order
2.	Training Documents and Multimedia content	By CEO	P - 7
3.	One Trial run and satisfactory Certificate	By CEO	P - 1
4.	Submission of all other project deliverables and final report	By CEO	Within 15 days after the completion of polling.

**There will be deduction of Payment for Milestones in the following Manner**

**For each % violation in the Service Level Agreements, deductions shall be made as in the defined SLAs in the Scope of Work section.**

No advance Payment will be made.

100% of the total cost will be paid by the **Client** after deducting TDS as applicable within one month on the Successful Completion of the event and after duly certified by the Election Department. Bills will be honored within one month after submission along with all supporting documents in complete shape.

Payment will be released based on the quantity used at the site and the same has to be attested by Election Department.

Penalty amount, if any, will be adjusted in the payment due to the successful bidder.

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

Successful Bidder shall have exclusive liability for remittance of Taxes to State and Central Governments as per the Statutes/Act ruling now or hereinafter enforced.



## 10. Penalty Clause

Inability of the proposed solution and setup to deliver the required functionality with quality of service as expected may result in breach of contract and shall invoke the penalty clause.

The Service Level Agreements are given in the Scope of Work.

## 11. Responsibilities of the stake holders

### **A) Responsibilities of the Successful Bidder:**

1. Prepare a Project Plan in Consultation with the Nodal officer.
2. Enter into Contract with the Election Department.
3. Mobilization of personnel to take up the work.
4. Deliver the services & deliverables as per the contract terms & conditions.
5. Give the demonstration of the solution to the nodal officer within 7 days from the date of signing of the contract.
6. On completion of the Election Process, handing over of the transmitted data to the Client along with the software in a suitable backup device to view the same as and when required.

### **B) Responsibilities of the Client (Election Department)**

1. Issue of Work order and signing of contract agreement with the successful bidder.
2. Appoint a nodal officer a dedicated person as a single point of contact to monitor the project.
3. Listing of Polling Stations to be tracked as applicable.
4. Conducting the acceptance testing in advance for the system prior to commencement of monitoring of Polling Stations.
5. Ensure the safety and security of the devices, Internet connectivity and other items delivered by the client at respective locations.

6. Provision of power, furniture and other resources to the bidder, towards the operation of the Queue Management Software at CEO Office.
7. Provide Mobile Internet Connectivity Status of Polling Stations to successful bidder.
8. Issue of Election Duty Certificate (EDC) to the manpower posted by the bidder.
9. Provision of Internet connectivity at the control centers at the Offices of CEO and District Offices.
10. Help the bidder during the conduct of the trail and actual runs.
11. Facilitate the bidder to ensure that the Internet service provider extends the good support in the performance of the connectivity during the elections process.
12. Release of payments as per the satisfactory completion of the work.

## 12. Exit Clause

Before the end of the contract and after the completion of the monitoring of Polling Stations within 4 days in each case, the bidder has to hand over the following:

- The complete recording of the monitoring exercise in video/audio format in HDDs of 1 TB capacity in 2 numbers or more, with software to view the details as and when necessary.

### Appendix-1 Model Form of Contract

(To be executed on a Rs. 20/- Non-Judicial Stamp Paper bought in Manipur by the Successful Bidder for the Tender for Queue Management System at Polling Stations, Bye Election, Manipur - 2020) **(NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER).**

This Contract entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020 at Imphal between The Governor of Manipur represented for and on his behalf by The Principal Secretary, Election Department, Government of Manipur, Election Office, Lamphelpat, Imphal-795004, being the service recipient hereinafter referred to as the **Department**, (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the First part and M/s. \_\_\_\_\_ hereinafter referred to as the, "Successful Bidder" (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Second part.

Whereas Election Department has invited a tender vide Tender Ref. **CEO-101/7/2020-QueMan** for **Queue Management System at Polling Stations, Bye Election, Manipur - 2020** and real time transmission of the same, the Successful Bidder herein has been selected in the Tender for execution of the work as detailed in the Tender Documents.

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

1) This Contract shall remain in force during the Contract period of **6 months** from the date of signing. The Department may terminate this contract at the risk and cost of the Successful Bidder, where Successful Bidder is in material breach of the terms and conditions of this contract and fails to remedy that breach on 5 days of written notice from the Department. Termination of this contract by the Department will not relieve the Successful Bidder of his liability as agreed.

The Successful Bidder agrees to complete the deliverables specified in the Tender within the stipulated period prescribed by the Department at the cost agreed upon between the Successful Bidder and the Department. This cost is firm and not subject to enhancement.

2) The Successful Bidder agrees to deliver the services as specified in the Tender within the stipulated period prescribed at the cost given in **Appendix**

-11. This cost is firm and not subject to enhancement. The bidder is expected to start the operations by **Poll Day – 1 day**, with all necessary infrastructure required for the smooth running of this monitoring exercise in place. The bidder is expected to complete the installation of device on poll day by before start of **Poll day**.

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

4) **Force Majeure:** Neither Election Department nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:

- 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.

- Non holding of Polls in selected booths and decision of Election Commission of India not to have live recording.

5) The Tender documents in relation to this Tender issued for Queue Management System at Polling Stations, Bye Election, Manipur - 2020, shall be deemed to form and be read and construed as part of this Agreement. The Tender enclosures, the offer submitted by the Successful Bidder, the negotiated and finalized Terms and Conditions and the Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the Tender document, the final negotiated offer conditions shall prevail over the tender conditions furnished by the Successful Bidder.

**6) Liquidated Damages (LD):**

A penalty will be levied at the rate of 5% per Polling Station per day, on the value of the work pertaining to the day of the event, if the installation is not completed in full within the stipulated time. The delivery period will effect from the date of receipt of confirmed consignee address. If such failure happens for more than two occasions, apart from forfeiting the Security Deposit paid by the Successful Bidder, such performance may entail black-listing of the Successful Bidder.

**7) Penalty for non-fulfillment of Tender conditions:**

A penalty for non-fulfillment or non-observance of tender conditions indicated in the tender clauses, will be levied at 25% of the total value of the work order.

**8) Payment Terms:**

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

- a) Signing of the Contract.
- b) Signing of the Non-Disclosure Agreement (**Appendix-5**) by all the

persons involved in the assignment.

- c) Submission of an irrevocable Bank Guarantee of the Contract amount in the format (Appendix-2) specified to the Client.

The following would be the Milestones and Payment:

#	Milestone	Approval	By Date
1.	Inception Report Submission	By CEO	Within 5 days of receiving Work Order
2.	Training Documents and Multimedia content	By CEO	P - 7
3.	One Trial run and satisfactory Certificate	By CEO	P - 1
4.	Completion of installation and setting up of helpdesk at CEO and DEO offices	By CEO and DEOs	P - 1
5.	Submission of all other project deliverables and final report	By CEO	Within 15 days after the completion of monitoring of Polling Stations.

**There will be deduction of Payment for Milestones in the following Manner**

**For each % violation in the Service Level Agreements set forth, deductions shall be made as per the SLAs defined.**

No advance Payment will be made.

100% of the total cost will be paid by the Client after deducting TDS as applicable within one month on the Successful Completion of the event and after duly certified by the end user. Bills will be honored within one month after submission along with all supporting documents in complete shape.

Payment will be released based on the quantity used at the site and the same to be attested by the end user.

Penalty amount, if any, will be adjusted in the payment due to the successful bidder.

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

Successful Bidder shall have exclusive liability for remittance of Taxes to State and Central Governments as per the Statutes/Act ruling now or hereinafter enforced.

**9) Penalty Clause:**

Inability of the proposed solution and setup to deliver the required functionality with quality of service as expected may result in breach of contract and shall invoke the penalty clause.

The Service Level Agreements are given in the Scope of Work. Deductions shall be made as per the defined SLA.

The contract may be canceled and penalty towards the damages if any, may be recovered from the bidder in case of breach at the discretion of the Client. A penalty will be levied as detailed below.



- 10) Any notice from one party to the other given or required to be given hereunder shall be given by either:
- a) Mailing the same by registered mail, postage prepaid, return receipt requested; or
  - b) Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgment of receipt.
- 11) In case of breach of any of the conditions of the contract by the Successful Bidder during the contract period, Election Department reserves the right to recover costs/ liabilities arising directly due to such breach from the Successful Bidder. The total liability, however arising, of the Successful Bidder under the contract is limited to that amount payable to the Successful Bidder by Election Department under the contract.

13. **Termination of Contract**

**Termination for default**

- a) The Department may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of seven 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 within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by the Department (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 the Department, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
  
- b) In the event of terminating the Contract in whole or in part, the Department 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 the Department for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

**Termination for Insolvency**

The Department 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 the Department.

**Termination for Convenience**

The Department may by written notice, with a notice period of 7 days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Department'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.

14. Any notice to the Successful Bidder shall be deemed to be sufficiently Served, if given or left in writing at their usual or last known place of abode or business.

15. The Department reserves the right to cancel the order(s) and to terminate the contract in the event of short performance or nonperformance of the Successful Bidder.

16. **Arbitration Clause:-**

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, Election Department.

If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Chief Electoral Officer, Elections Department. 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.

17. Subject to the above, the Courts at Imphal alone shall have jurisdiction in the matter.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

<b>For and on behalf of Successful Bidder</b>	<b>For and on behalf of the Governor of Manipur</b>
<b>1) Witness</b>	
<b>2) Witness</b>	

**Appendix-2 Bank Guarantee Format**

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

To  
The Chief Electoral Officer,  
Lamphel, Imphal, Manipur  
– 795004

Bank Guarantee No:  
Amount of Guarantee:  
Guarantee covers from:  
Last date for lodgment 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 The Chief Electoral Officer, Manipur ,Lamphel,  
Imphal, Manipur – 795004. (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 “ Service Provider”) against Letter of Acceptance  
reference\_\_\_\_\_dated / /\_\_\_\_of Election Department, Manipur.  
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 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 Service Provider.

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:

(Name in Block Letters)

(Signature)

**Appendix-3 Format for Clarifications / Amendments**

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

**FOR COMMERCIAL CONDITIONS:**

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

**FOR TECHNICAL SPECIFICATIONS:**

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



#### Appendix 4 Bio data of Monitoring duty manpower

The CVs of all the personnel being deployed should be provided as per the format given below.

Sl.no	Description	Details to be provided
1	Name	
2	Date of Birth	
3	Permanent Address	
4	Criminal or Civil Record details if any	
5	Mobile no.	
6	Educational Qualifications	
7	Experience	
8	Email Address	
9	Copies of Identity cards given below	
10	Passport No	
11	Driving License No	
12	PAN Card No.	
13	Aadhaar Card No.	
14	Address during last 10 years	
15	Assembly Constituency from	

**Appendix 5 Non-Disclosure Agreement**

To

The Chief Electoral Officer,  
Lamphel, Manipur –795004

Sir,

Sub: Non –Disclosure agreement.

**Format will be provided by Election Department later when required.**

Due to security reasons, the Consultant is required not to disclose that they are bidding for this assignment, or in any way disclose that they are performing this assignment to any third party without the consent of the Nodal Officer or the Contracting Authority. Each of the Consultant Personnel will also be required to sign a Non-Disclosure Agreement with the Client and there may be civil and criminal penalties in case of breach of the agreement.

## Appendix-6 Technical Bid

### A1.1 Check-list for Enclosures

S.No	Documents to be Submitted	Fill (Yes or No)
1	Filled Tender Technical Bid form and Price Bid Form	
2	Payment of Tender Fee and EMD Amount	
3	Two part Bid submission	
4	Letter of Authorisation /Power of Attorney for signing the Tender document	
5	Report on the Architecture design of the Network and the plan of execution of the project on the entire monitoring exercise	
	<b>Eligibility Criteria</b>	
6	Certificate of Incorporation as per clause 4.1(a)	
	Copy of Purchase/Work orders received on or before 01.02.2019 and Completion Certificate received from the Customers as per clause 4.1(b)	
7	Original Consortium agreements as per clause 4.2	
8	Copies of Balance sheet and Profit & Loss Account for the Last 3 Audited Financial Years (2016-17, 2017-18,2018-2019) as a Proof for turnover as per clause 4.3(a)	
9	Copies of Net worth Certificate for the period of last three years as per clause .4.3(b)	
10	Copy of the Letter of Undertaking as indicated in the tender document vide page no.9	
11	Copy of ISO 9001:2008 certificate	
12	Technical Specifications Compliance Statement as per Appendix-7	
13	GST Incorporation and GST Invoice for the financial years 2016-17, 2017-18,2018-2019	
14	Work Orders for IT Project Implementation worth atleast 20 lakh in the last 3 years	
15	Availability of Manpower in the State of Manipur and Outside Manipur	

## A 1.2 Profile of the Bidder

1.	Name of the Company	Prime Bidder	Consortium Bidder -1
2.	Year of incorporation		
3.	Nature of the Company (Registered Company or Partnership or Proprietary)		
4.	Registered Office Telegraphic Address		
	Office Telephone Number		
	Fax Number		
	Contact Person Name		
	Contact person Telephone Number		
	Email Address		
5.	Name of Local Presence at Imphal		
	Telegraphic Address		
	Office Telephone Number		
	Fax Number		
	Contact Person Name		
	Telephone Number		
	Email Address		
6.	Registration Details		
	Permanent Account Number		
	VAT Registration Number		
	CST Registration Number		
	Service Tax Registration Number		
7.	Banker's Name, Address and Account Number		
8.	ESI Registration No. and ESI Remittance details for last 3 years		
9.	PF Registration No. and PF Remittance details for last 3 years.		

**Important Note:**

Bidders should ensure that they have submitted all the required proof of documents as specified in the Tender document without fail. Bids received without the supporting documents to prove their eligibility are liable for rejection.

### A 1.3 Details in support of Eligibility Criteria

Sl.No.	Description	Details to be furnished with Proof/Page no. to be indicted with Flags
1	The Bidder should be a Registered entity with Department of Taxation/ Registrar of Companies Registered in India under the Indian Companies Act 1956 or 2013 as per Clause 4.1	
2	a) Consortium of Bidders is allowed with maximum of two partners. b) One of the partners shall be designated as Prime Bidder and such partner shall be a Registered Company/Society in India and existing for the past 2 years c) No partner of a Consortium should Bid individually or be a partner of another Consortium.	
3	Bidder (including consortium partner, if any) should have average annual Turnover of Rs.1 Crore for 3 years as per clause no.4.3	
	2016-17	
	2017-18	
	2018-19	
4	Self-declaration certificate for black listing as per clause 4.7	
5	Report on the Architecture design of the Network and the plan of execution of the project on the monitoring of Queue Management System.	
6	Technical Specifications Compliance Statement as per Appendix-7	
7	ISO 9001:2008 Certificate	
8	GST Certificate and GST Invoice for the last financial year	
9	Relevant Work Orders for IT Project implemented	
10	Availability of manpower in the State of Manipur and Outside Manipur	

## Appendix-7 Technical Specifications

### A1. Specifications for 32" LED TV:

Sl. No	Descriptions	Compliance Yes/No
1	Minimum 32" inch display with floor stand /Slanting stand for dais with The following accessories:  15 meter HDMI& C-Video cable Should have the following inputs ( S-video, C-Video, HDMI & PC VGA input) Should have composite video & PC VGA out Should come with remote control Additional extension wires for power supply	

### A2. Specifications for 48" LED TV:

Sl. No	Descriptions	Compliance Yes/No
1	Minimum 32" inch display with floor stand /Slanting stand for dais with The following accessories:  15 meter HDMI& C-Video cable Should have the following inputs ( S-video, C-Video, HDMI & PC VGA input) Should have composite video & PC VGA out Should come with remote control Additional extension wires for power supply	

### A3. Declaration:

I/We agree that the offer shall remain open for acceptance for a minimum period of 180 days stipulated in the Tender or such other period prescribed by Election Department from the date of opening of the tender and thereafter until it is withdrawn by us by notice in writing duly addressed to the authority of opening the tender and sent by registered post with acknowledgement due or otherwise delivered at the office of the authority.

The EMD amount shall not bear any interest and shall be liable to be forfeited to Election Department should I/We fail to abide by the stipulations to keep the offer open for a period mentioned above or fail to sign and complete the contract document as required by Election Department and furnish the Security

Deposit as specified in the terms and conditions of the contract. The EMD amount may be adjusted towards SD or refunded to me/us unless the same or any part thereof has been forfeited as aforesaid.

I/We agree to adhere with the schedule of implementation and deliver the items as specified in the tender.

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

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



**Appendix – 8 Form for the Delivery of Equipment**

Date of Submission: dd/mm/yyyy

Vendor Name :  
 Vendor Address :  
 Tender No :  
 Sample Submitted on :  
 Tender Product Sl.No :

Sl. No	Item No in the Tender	Item Description	Make	Model	Sl. No of the Item

VENDOR

Certifying Agency

Bidding Company Name

Name & Designation of the  
Person receiving the Sample

-----  
 Signature of the Representative  
 Name :  
 Designation:  
 Contact No :

-----  
 Signature  
 Name :  
 Designation :  
 Contact No :

**Appendix – 9 List of Infrastructure requirements to be provided by the bidder**

**A) At Polling Stations:**

<b>Sl.No</b>	<b>Description</b>	<b>Qty</b>
1	Minimum 32" LED TV	1 No
2	Adequate Cabling for power supply & related peripherals	1 No

**B) At CEO's Office:**

<b>Sl.No</b>	<b>Description</b>	<b>Qty</b>
1	Minimum 48" LED TV	2 No
2	Adequate Cabling for power supply & related peripherals	1 No

**C) At DEO's Office:**

<b>Sl.No</b>	<b>Description</b>	<b>Qty</b>
1	Minimum 48" LED TV	1 No
2	Adequate Cabling for power supply & related peripherals	1 No

**Appendix – 10 Price Bid****Tender Ref no. :CEO-101/7/2020-QueMan****Tender for Queue Management System, Bye Election, Manipur 2020****Name of agency:** \_\_\_\_\_

Sl.no.	Item Description	Unit Rate (Rs.) (A)	Quantity (B)	Value C=A*B	Tax (%) (D)	Total Taxes (Rs.) (E) E= C*D/100	Total (F)=C+E
1	Supply of 32" LED TV at each Polling Station		300*				
2	Supply of 48" LED TV at DEO Office		4*				
3	Supply of 48" LED TV at CEO Office		2*				
4	Queue Management System Software		1				
5	Mobile App		1				
6	SMS functionality for voters		1				
7	Manpower at CEO and DEO Office		5*				
	<b>Grand Total (G)</b>						

\* Quantity (B) is only for weightage purpose for calculating financial bid. Actual numbers may vary.

---

**Appendix – 11 Letter of Undertaking**

To

The Chief Electoral Officer,  
Lamphel,  
Manipur-795004

Sir,

Sub: Undertaking for non-retention of recorded data gathered from Queue Management System, Bye Election, Manipur - 2020 - Reg.

Ref: Tender No. CEO-101/7/2020-QueMan, Dated \_\_\_\_\_

I/We----- hereby confirm that our Company has not retained any copy / copies of the data recorded from the Queue Management System, Bye Election, Manipur - 2020. I/We -----state that all local data gathered from this project has been destroyed.

I/We ----- certify that we are liable and responsible for any disputes arising out of intellectual property rights and punishable for violating any penal codes.

**In case of violation of any of the conditions above, I/We . Understand that I/ We are liable to be blacklisted.**

Yours faithfully

for \_\_\_\_\_

Name, Signature

Designation

Seal

- The Quantity to be used during the monitoring of Queue Management System will be intimated to the successful bidder at a later point in time.

**Note:**

- 1) The Grand total amount (G) will be evaluated to arrive at the Lowest Price (L1 Price)
- 2) The bidder with the highest cumulative (H1) score shall be recommended for selection.
- 3) The Bidder shall submit the offer by filling up all the columns against each item. Bids with blank columns are liable for rejection.
- 4) Bidders should quote for all the items in the package.

**APPENDIX – 13**

**Technical Evaluation Sheet for selection of agency for Queue Management System, Bye Election, Manipur - 2020**

Criterion	Marks Allotted	Marks Obtained		
		Agency 1	Agency 2	Agency 3
Average Turnover in the last 3 Years(2016-17,2017-2018,2018-19)	Maximum 10 marks [1 - 2 Crore – 5 marks, 2.1- 3 Crore – 7 marks, >=3 Crore - 10 marks			
No. of IT projects taken up in the last 3 years(worth atleast 20 lac)	Maximum 10 marks [1 – 4 marks, 2 – 7 marks, >=3 - 10 marks]			
Manpower availability in the state of Manipur and outside Manipur	Maximum 10 marks [M=50/O=50 – 5 marks, M=51 to 100/O=51 to 100 – 8 marks, M=101 to 150/O=101 to 150 – 10 marks]			
Demo of Queue Management System	Presentation of QMS Solution – 20 marks			
Demo of Mobile App and Web based software	Maximum 20 marks			
<b>TOTAL</b>	<b>70</b>			