

**Empanelment of companies  
for undertaking the  
development and execution of  
software for the election  
processes**



## **STATE ELECTION COMMISSION MAHARASHTRA**

No. SEC/2015/Empanelment/CR 2/Computerisation  
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Date : 13.03.2019

### **ORDER OF EMPANELMENT**

State Election Commission, Maharashtra which was constituted in 1994 following the 73<sup>rd</sup> and 74<sup>th</sup> Amendments to the Constitution of India in 1992 returns more than 3 Lakh representatives in approx. 28,000 local bodies in Maharashtra every five years. Elections to the local bodies are not only complex and intricate but also fiercely contested.

2) Looking at the large number of local bodies, Seats & Contesting Candidates, State Election Commission, Maharashtra has been continuously trying to use modern technology and computer software during the various stages of the electoral process in order to make them more free, fair and transparent. State Election Commission, Maharashtra has so far primarily used the services of Government Companies like Mahaonline, Maha IT, C-Dac. etc.

3) State Election Commission now proposes to empanel reputed companies for developing software for the various possible areas from time to time.

4) State Election Commission after following the due process and considering the various factors of the different companies e.g. profile, USP, list of clients, technical capabilities, software developed so far etc., hereby empanels 11 companies as per Annexure I.

5) Whenever the State Election Commission would require the development of a new software, empanelled companies would be given the first chance to study the requirement and give their technical and thereafter financial bid. Government companies like Mahaonline, Maha-IT, C-Dac etc would be allowed to compete along with them. Company would be chosen/finalised after studying the various technical and financial bids submitted by them. If the proposal submitted by the empanelled/Govt. companies is not found to be technically sound and/or financially viable, SEC would be free to approach other companies which are not empanelled. Procedure for Allocation of work and terms & conditions would be decided by the State Election Commission on case to case basis and prevailing circumstances from time to time. Broad procedure for Allotment of work and terms & conditions would however be as given at Annexure II & IV.

4. The above empanelment shall be valid for a period of one year from the issue of this order.

By order of State Election Commissioner,



( Avinash Sanas )  
Deputy Commissioner  
State Election Commission, Maharashtra.

Copy to:

- 1) Abhinav IT Solution Pvt. Ltd.
- 2) CMS Computers Pvt. Ltd.
- 3) Crystal Hitech IT Solution Pvt Ltd.
- 4) ESDS Software Solution Pvt. Ltd.
- 5) Infinite IT Solutions Pvt. Ltd
- 6) Indictrans Technologies Pvt. Ltd
- 7) Oasys Cybernetics Pvt. Ltd
- 8) Object Technology Solutions India Pvt Ltd
- 9) SilverTouch Technologies Pvt. Ltd.
- 10) Ultimate Information Technology Pvt. Ltd.
- 11) Web Werks India Pvt. Ltd
- 12) All Collectors
- 13) All Municipal Commissioners
- 14) All SEC Desks

## Annexure I

### List of Empanelled Companies

Sr. no	Name of Company		Address	Email ID
1	Abhinav IT Solution Pvt. Ltd.	Pune	25-31, Bandal Dhankude Plaza, Poud road, Kothrud Depot, Pune-38	md@abhinavitsolutions.com cto@abhinavitsolutions.com
2	CMS Computers Pvt. Ltd.	Mumbai	70, Lake Road, Kaycee Compound, Bhandup West, Mumbai 400 078	sudhir.shetty@cms.co.in <a href="mailto:sachin.bafne@cms.co.in">sachin.bafne@cms.co.in</a> info@cms.co.in
3	Crystal Hitech IT Solution Pvt Ltd.	Pune	Mantri App., Opposite Ghole Road, Pune- 411 004	<a href="mailto:contactus@crystalhitech.com">contactus@crystalhitech.com</a>
4	ESDS Software Solution Pvt. Ltd.	Nashik	plot no.Gen71/1, Mhape Circle, Mhape MIDC, Navi Mumbai-400710	hussain.t@esds.co.in
5	Infinity IT Solution Pvt. Ltd	Mumbai	5, Andheri Universal Estate, Opp.Andheri Sports Complex, Jay Prakash road, Andheri (west), Mumbai 400 058	milind.ugaley@gmail.com pratikpanchal_oa@yahoo.com
6	Indictrans Technologies Pvt. Ltd.	Pune	3& 4, 2nd floor, Sumansudha, Opp.Nebula Hotel, Amachi Colony, NDA-Pashan Road, Bavdhan, Pune- 411 021	bhushan.j@indictranstech.com tejas.h@indictranstech.com contact@indictranstech.com
7	Oasys Cybernetics Pvt. Ltd	Chennai	99, II Floor, MN Complex, Greams Road, Chennai-60006, Tamilnadu	<a href="mailto:niting@oasys.co">niting@oasys.co</a> abhijit.w@oasys.co
8	Object Technology Solutions India Pvt Ltd	Hydrabad	H-02, Phoenix Infocity SEZ, Hitech city-2, Hydraabad	<a href="mailto:vkalanth@otsi-usa.com">vkalanth@otsi-usa.com</a> <a href="mailto:jmalla@otsi-usa.com">jmalla@otsi-usa.com</a> <a href="mailto:pbattuka@otsi-usa.com">pbattuka@otsi-usa.com</a>
9	SilverTouch Technologies Pvt. Ltd.	Ahemdabad	2nd Floor, Saffron, Nr. Panchwati Circle, Ambawadi, Ahmedabad – 380006, India	<a href="mailto:rohan.p@silvertouch.com">rohan.p@silvertouch.com</a> saurabh.yatam@silvertouch.com
10	Ultimate Information Technology Pvt. Ltd.	Pune	1 st floor, Plot No-81, Sr.No.-98 Right Bhusari Colony, Paud road, Behind café coffee day, Pune-411 038	<a href="mailto:amolultimateitpl@gmail.com">amolultimateitpl@gmail.com</a> <a href="mailto:mandartamhankar@gmail.com">mandartamhankar@gmail.com</a> <a href="mailto:akshay.chandekar@silvertouch.com">akshay.chandekar@silvertouch.com</a>
11	Web Werks India Pvt. Ltd	Mumbai	Unit No.5, the Ruby, 4th floor, 29 Senapati bapat Marg, Dadar(w), Mumbai-400 028	pradeep.sing@wwindia.com amit.pal@wwindia.com

**Annexure II**  
**Procedure of work allocation**

The procedure for the work allocation to the empanelled companies shall be as below:-

1. Whenever there is demand from the election personnel from the State or as per the need for conducting elections as assessed by SEC, then on the basis of requirements a **Functional Requirement Document (FRD)** shall be prepared.
2. The said Functional Requirement Document (FRD) shall be given to all the empanelled companies. The calling would be for **technical bid in one envelope- (envelope 1) - System Requirement Document (SRD) and System Design.**
3. The invited empanelled companies shall prepare the System Requirement Document (SRD) and plan of System Design. The said system analysis and requirement shall be done by the company considering the functional process and requirement with **best possible solution**. The Company shall also plan in detail the necessary specification, features and operation that will satisfy the functional requirement. The company shall also **plan the architecture** of the proposed software, with the hardware requirements. The company as per their need to understand the FRD shall gather the domain knowledge and SEC shall provide the required support and information for the same.
4. The technical envelope shall be opened by the committee and technical consultants for evaluation and as per the need the best suitable SRD shall be selected by the committee. The committee may call the companies for presentation to explain the document. The committee may seek explanation to queries from the respective companies. As far as possible, the assessment and evaluation procedure and its presentation may be held in privacy, without making the SRD known to the other bidders. The confidentiality of the submissions shall be strictly maintained.
5. The Committee shall finalise new/re-design the submitted/adopt the submitted System Requirement Document (SRD) and System Design for the development of that software.
6. Based on the submission and the core competencies of the empanelled companies, the financial bid shall be called companies making submission of SRD. The financial bid shall be submitted via **closed e-tender**. The financial bid shall consist of two envelopes (envelope 2A) **the timeline and the manpower** required for development of software and (envelope 2B) **the rate of the manpower** as quoted by the company for complete project.
7. The committee shall assess the financial bid on the following criteria:
  - i. The time-line and man-power for the development of software.
  - ii. The rate of the man-power as quoted by the company.

- iii. The rate of man-power as notified by the Department of IT, Government of Maharashtra.
  - iv. The USP and core competencies of the company.
  - v. The past experience of the company in developing similar type of software.
  - vi. The rating as per the rating formula given in the e-tender published under clause 6 of this paragraph.
  - vii. The committee will evaluate proposals of eligible agencies based on above criteria and other related issues and may call for additional information, if required. Agencies having in-house expertise/facilities will be given preference.
8. The company qualifying the financial bid as per the e-tender document shall be awarded the contract.
9. The development of the software shall be assessed at appropriate stages to ensure its development in proper direction. The final software shall be audited by a third party agency to be appointed by SEC. The audit shall be on the grounds of security, latest technology, scalability, efficiency etc.
10. Any Government Undertaking/Company in the field of software development, though not on empanelment list, may be allowed to participate in the process, at the discretion of State Election Commission.

**Annexure III**  
**Terms and Conditions**

1. The empanelled companies shall keep into consideration the constitutional duty of SEC regarding the conduct of elections; and thus give preference and priority to the SEC work.
2. This empanelment will be valid for a period of **two years** from the date of issue. However, SEC reserves the right to annul the empanelment at any time without assigning any reason or call for a fresh empanelment. SEC also clarifies that if required, it may make additions to the empanelment list; which shall solely depend on the workload and response by the present empanelment companies.
3. Participation in bid will imply that the empanelled company has accepted all the terms and conditions and subsequent modifications, if any, of the document.
4. The bidder/agency shall bear all costs associated with the preparation & submission of SRD, its presentation & financial bid and SEC will in no way be held responsible for said cost.
5. The bidder/agency is expected to examine all instructions, statements, forms, terms and specifications in the RFP and the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not responsive to the bidding documents in every respect will be at the bidders' risk and may result in rejection of the bid.
6. It will be the responsibility of the agency to take care of all formalities, if any, necessary for the submission of RFP and the bid.
7. The price quoted shall not be subject to variations in exchange rate, taxes, duties, levies or variation in labour rates, etc.
8. SEC reserves its right not to accept offers from agencies resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by the Government Investigating Agencies/ Vigilance Cell/courts.
9. Successful company shall enter into the contract with SEC, as prescribed from time to time.
10. The successful company shall submit its bills as per the terms in the financial bid.
11. The bills shall be paid as far as possible within 60 days from the date of submission of bills.
12. The work/services should be of high quality and in case the work is not up to the standard, penalty as considered appropriate, will be imposed.
13. As per the changing needs and circumstances, the scope of work may be increased/alterd/modified and it shall be done with mutual agreement of both the parties. The additional cost for such increase/alteration/modification shall be worked out on the basis of contract rate already approved.
14. The successful company shall indemnify, and keep indemnified, SEC against all claims, demands, actions, costs, expenses, (including without limitation, damages for any loss of business, business interruption, loss of business information or other indirect loss), arising from or incurred by reason of any third party claims against SEC relating to or arising from

the performance or non-performance by the successful company of any or all of its obligations under this terms and conditions as well as the Contract.

15. The successful company to which SEC has awarded the contract, shall abide by the confidentiality norms with regards to the data, documents, software all such related information.
16. The company shall not award any sub-contract of the SEC work.
17. Performance of the agency will be reviewed periodically and those agencies whose performance is not up the mark and those agencies who are not regular in participation in the SEC's tender process may be taken off from the empanelled list.
18. Termination of Empanelment –
  - i. Without prejudice to its rights under the Conditions of empanelment, SEC shall have the right to terminate empanelment of the company at any time, if: • company breaches any of the terms and conditions; • Degradation of company's performance or competence as per SEC assessment (Incident analysis, adverse reports, special skill test & related assessments) • In the view of SEC the company's performance or competence fails to meet the required expectations.
  - ii. Before exercising its options under the clause (i), where SEC considers the breach is capable of remedy, SEC shall notify the company and afford an opportunity to remedy the breach within a reasonable time. Provided the company has rectified such a breach within the stipulated period, then SEC shall not terminate the empanelment. If such a breach is not rectified within the stipulated period as granted, then SEC has the right to terminate the empanelment with immediate effect. The decision of SEC shall be final and binding on the company.
  - iii. The company shall, upon termination (for whatever reason), comply with all requests from SEC to return all documents and materials provided under or in relation to the any contract. Company shall refrain from advertisement or making claims regarding the status of empanelment that can be viewed or interpreted as valid empanelment.
19. Security/ Performance Guarantee Deposit: SEC may require the successful company to provide security / performance guarantee by way of deposit or bank guarantee; which shall be to the maximum of 5% of the contract price.
20. Decision of the SEC in all matters with regard to this tender will be final and binding on all the empanelled companies.