

	<p>Public (Elections) Department</p>
	<p>Tender for Vehicle Tracking System in FST / SST vehicles, EVMs/VVPATs transportation vehicles and Zonal Party vehicles on rental basis for the General Elections to Lok Sabha, 2019</p> <p>Tender Document</p>
	<p>Chief Electoral Officer Public (Elections) Department 1st Floor, Main Building, Secretariat, Chennai-60009 Phone: +91-44-25665327 Email: sec2.pelecd@tn.gov.in Website: www.elections.tn.gov.in</p>

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Importance Notice

Applicability of Tamil Nadu Transparency in Tenders Act 1998

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

Acronyms used in the document

BG	Bank Guarantee
CEO	Chief Electoral Officer
DD	Demand Draft
ECI	Election Commission of India
EMD	Earnest Money Deposit
INR	Indian Rupees
LOA	Letter Of Acceptance
LOI	Letter of Indent
SD	Security Deposit
GST	Goods and Services Tax
TDS	Tax Deduction at Source
VTS	Vehicle Tracking System
GPS	Global Positioning System
FST	Flying Squad Team
SST	State Surveillance Team
EVM	Electronic Voting Machine
VVPAT	Voter Verifiable Paper Audit Trail

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 the 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.

Chief Electoral Officer
Public (Elections) Department

Letter of Undertaking

To

The Chief Electoral Officer
Public (Elections) Department
1st Floor, Main Building, Secretariat,
Chennai-600009.

Sir,

Sub : Undertaking for participating in Election Department's
Tender for Vehicle Tracking System in the FST / SST
vehicles, EVMs/ VVPATs transportation vehicles and
Zonal Party vehicles on rental basis for the General
Elections to Lok Sabha, 2019 – Reg.

Ref : Tender Ref No.2/Elections/2019, dated.20/02/2019

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 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

As per the direction of the Election Commission of India, Flying Squads, Static Surveillance Teams etc., will be formed for seizure and release of cash and other items during election process. The Election Commission of India in its letter dated.29.05.2015, has sent the Standard Operating Procedure (SOP) for deployment of Flying Squads, Static Surveillance Teams etc., Among the other things, the Election Commission of India had directed that, all the vehicles used by SSTs and FSTs may be fitted with GPS enabled tracking unit so that timely action by the teams can be monitored. The Election Commission of India in its letter dated.30.08.2017, has stated that vehicles with GPS tracking only should be used for movement of EVMs / VVPATs.

Based on the above instructions, for the General Elections to Lok Sabha, 2019, Elections Department invites bids from the suitable bidders for the Tender for Vehicle Tracking System in the FST / SST vehicles, EVMs/ VVPATs transportation vehicles and Zonal Party vehicles on rental basis for the General Elections to Lok Sabha, 2019 as per the 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) concerned 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) 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 (Elections Department) and shall include any corrections, addendum 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 for the forthcoming opportunity to Bid for the Contract.
6.	Letter of Acceptance	Means the formal acceptance of the bid of the Successful Bidder by Elections 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 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.	GST	The bidder should enclose the Registration Certificate for Goods and Services Tax (GST) (Registered on or before 1.1.2018) and also submit GSTR-3b for the last 6 months (from June 2018 to December 2018).

2. Tender Schedule

Public (Elections II) Department

1.	Tender inviting Authority, Designation and Address	The Joint Chief Electoral Officer Public (Elections) Department, 1 st Floor, Main Building, Secretariat, Chennai-600009. Phone: +91-44-25665327 Email: sec2.pelecd@tn.gov.in Website: www.elections.tn.gov.in
2.	A) Name of the Work	Tender for Vehicle Tracking System in the FST / SST vehicles, EVMs/ VVPATs transportation vehicles and Zonal Party vehicles on rental basis for the General Elections to Lok Sabha, 2019
	B) Tender reference	Tender Ref.No.2/Elections/2019, dated. 20/02/2019
	C) Installation	FST / SST vehicles and EVMs/ VVPATs transportation vehicles
3.	Tender documents available place	Tender documents can be downloaded free of Price from http://www.tenders.tn.gov.in and www.elections.tn.gov.in
4.	Earnest Money Deposit (EMD)	Rs.1,50,000/- (Rupees One Lakh fifty thousand only) should be paid by way of Demand Draft or Banker's Cheque drawn in favour of Chief Electoral Officer, Public (Elections) Department and payable at Chennai only.
6.	Tender submission	Two Part Tender comprising of Technical Bid and Price Bid should be submitted MANUALLY. Stage-1 – Technical Bid, Stage-2 – Price Bid. Tenders received after the due date and time will be summarily rejected.
7.	Date and Place of Pre-Bid meeting	23/02/2019, 11.30 A.M. Video Conference Hall, Public (Elections) Department, 1 st Floor, Main Building, Secretariat, Chennai-600009.

8.	Due Date, Time and Place of submission of Tender	28/02/2019, 3.00 P.M. Public (Elections) Department, 1 st Floor, Main Building, Secretariat, Chennai -600009.
9.	Date, Time and Place of opening of the Technical Bids	28/02/2019, 3.30 P.M. Video Conference Hall, Public (Elections) Department, 1 st Floor, Main Building, Secretariat, Chennai-600009.
10.	Date, Time and Place of opening of Price Bids	Will be intimated only to the Technically Qualified Bidders
11.	Bid validity	180 days liable to be extended as per the request of Elections Department

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 aspect 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. Elections Department shall not entertain any request for clarification from the Bidder regarding such legal aspects for 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 Elections 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 Price 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 Price and transport.
- g) The Bidder should be fully and completely responsible to ELECTIONS DEPARTMENT and for the concerned Client for all the deliveries and deliverables.

3.2 Clarifications in the Tender

- a) A prospective Bidder requiring any clarification in the Tender may notify ELECTIONS DEPARTMENT by letter or by Fax or by E-mail as per the Format prescribed in **Appendix – 3** to sec2.pelecd@tn.gov.in. We encourage paper free e-mail communication.
- b) The responses to the clarifications will be notified in the websites by means of Corrigendum to the Tender Document. It would be advantageous to commence e-mail contact with sec2.pelecd@tn.gov.in

3.3 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. ELECTIONS DEPARTMENT will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.

- b) No clarifications will be offered by ELECTIONS DEPARTMENT within 48 hours prior to the due date and time for opening of the Tender.
- c) Before the closing of the Tender, ELECTIONS DEPARTMENT may amend the Tender document as per requirements or wherever ELECTIONS 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 websites mentioned in the tender schedule.
- f) ELECTIONS DEPARTMENT at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- g) ELECTIONS 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.

3.4 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 notarised, in which case, for all purposes of the bid, the given translation shall be accepted. Bids received without such translation copy are liable to be rejected.

3.5 Bid Currency

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

3.6 Contacting Tender Inviting Authority

- a) Bidders shall not make attempts to establish unsolicited and unauthorised 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. 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 ELECTIONS 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 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.

Sl. No.	Eligibility Criteria	Supporting documents for fulfilling the Eligibility Criteria
1.	<p>Bidder should be a Company registered in India under the Companies Act 1956.</p> <p>Bidder should have been in the Information Technology / IT enabled services for the last 3 Years as on 31/12/2018</p>	<p>a) Copy of the Certificate of incorporation should be submitted.</p> <p>b) Copy of the work order dated on or after 01.01.2016 obtained from the customer, or agreement signed on or after 01.01.2016 with the customer for any IT Services should be submitted.</p>
2.	<p><u>In case of Consortium of Bidders:</u></p> <p>a) Consortium of Bidders is allowed with maximum of Two 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 3 years as on 31/12/2018.</p>	<p>a) All the Consortium partners individually should submit the Certificate of Incorporation.</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</p>

	c) No partner of a Consortium should Bid individually or be a partner of another Consortium.	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.
3.	Bidder should have an average annual turnover of Rs.2 Crore in each year, in the last three (2015-16, 2016-17&2017-18) audited financial years.	a) Copies of the Audited balance sheet for the last 3 financial years should be submitted. b) Certificate from the Chartered Accountant should be enclosed for the last three financial years of 2015-16, 2016-17 & 2017- 18.
4.	Bidder should have executed work orders, for having experience in rendering similar services in any Government organisation for a total value of Rs.20 Lakhs during any one of the previous three financial years (2015-16,2016-17, 2017-18).	Copy of the work order or Agreements and Completion/ Satisfactory Certificates from the customers should be submitted.
5.	The Bidder should have valid Certificate of ISO 27001:2011 or higher/ISO 9001:2008 or higher/both in his name	Valid copy of Certificate with respect to ISO 27001:2011 or higher/ ISO 9001:2008 or higher/both, should be enclosed.
6.	The Bidder should have registered office in Tamil Nadu. If in case, Bidder is not having an office in Tamil Nadu, a necessary undertaking to open the office in	Should be submitted.

	Tamil Nadu within 15 days of signing the agreement should be submitted.	
7.	The Prime Bidder or the Consortium Partners should not have been black-listed 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 black-listing was subsequently withdrawn)	Self-declaration Certificate should be submitted

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 ELECTIONS DEPARTMENT, failing which, such of those documents will not be considered.
2. ELECTIONS DEPARTMENT reserves the right to verify the Authenticity and Veracity of any documents submitted for Eligibility criteria.

5. Bid Preparation and Submission

5.1 Price of Bidding

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

5.2 Downloading of Tender Document

- a) The Tender Documents may be downloaded from <http://www.tenders.tn.gov.in> and www.elections.tn.gov.in

5.3 Earnest Money Deposit (EMD)

- a) An EMD amount as specified in the Tender Schedule should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "Chief Electoral Officer, Tamil Nadu" payable at Chennai. The Demand Draft or Banker's Cheque should be deposited physically at ELECTIONS DEPARTMENT along with the technical bid 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 on this behalf. The EMD amount held by ELECTIONS 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 fulfilment of the Contract.
- d) The EMD amount will be forfeited to ELECTIONS DEPARTMENT, 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.

5.4 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.

5.5 Two Part Bidding

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

5.5.1 Technical Bid (Envelope-A)

- a) The Technical Bid format as given in the Tender shall be filled, signed and stamped on all pages. Errors if any, shall be attested by the Bidders. The Technical Bid shall not contain any indications of the Price; otherwise the Bid will be summarily rejected.
- b) The Technical Bids shall be typed, 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 with supporting documents along with the relevant EMD should then be put in a separate cover and sealed appropriately. The Technical Bid cover should be superscribed as "Technical Bid (Envelope-A) Tender for Vehicle Tracking System in the FST / SST vehicles, EVMs/ VVPATs transportation vehicles and Zonal Party vehicles on rental basis for the General Elections

to Lok Sabha, 2019” – Tender Ref No.2/Elections/2019 due on as per the tender schedule Chapter No.2. The “FROM Address” and “TO Address” should be clearly written in the cover otherwise the Bid is liable for rejection.

- d) The bidders should submit the details of make and model of the items offered against the tender requirement.

5.5.2 Price Bid Form (Envelope-B)

- a) All the Price items as asked in the Tender should be filled in the Price Bid Format as given in the Tender.
- b) The price quoted by the Bidder shall include Price and expenses on all counts viz. Internet connectivity, necessary software, servers, Price of equipment, materials, manpower, etc., and any other Price 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 price 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 price 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.

- g) The Price Bid shall be placed in a separate cover (Envelope-B) and sealed appropriately. The Price Bid cover shall be superscribed as “Price Bid (Envelope – B Tender for Vehicle Tracking System in the FST / SST vehicles, EVMs/ VVPATs transportation vehicles and Zonal Party vehicles on rental basis for the General Elections to Lok Sabha, 2019” – Tender Ref No. 2/Elections/2019 due on as per the tender schedule Chapter no.2. The “FROM Address” and “TO Address” should be clearly written in the cover otherwise the Bid is liable for rejection.

5.6 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.

5.6.1 Outer Cover

The Technical Bid cover including EMD cover (Envelope-A) and Price Bid cover (Envelope-B) shall then be put in a single outer cover and sealed appropriately by the use of sealant. The outer cover shall be superscribed as “Tender for Vehicle Tracking System in the FST / SST vehicles, EVMs/ VVPATs transportation vehicles and Zonal Party vehicles on rental basis for the General Elections to Lok Sabha, 2019” – Tender Ref No.2/ Elections / 2019 **due on as per the tender schedule Chapter no.2.**” The “FROM” address and “TO” address shall be written without fail otherwise the Bid is liable for rejection.

5.7 Mode of Submission of Bids

- a) The Bids should be submitted strictly as specified in the Tender document. The Bids should be dropped in the Tender box kept at

Public (Elections) Department on or before the due date and time.
The Bids will not be received personally.

- b) If the Bidder prefers to submit the Bid by post, the Bidder should ensure that the Bid reaches Public (Elections) Department on or before the due date and time. ELECTIONS DEPARTMENT will not be liable or responsible for any postal delay or any other delay whatsoever.
- c) If any Bid is received after Due Date and Time or unsealed or disorderly submitted or received by Facsimiles (FAX), the Bid will be treated as non-responsive.

5.8 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 ELECTIONS DEPARTMENT.

6. Tender opening and Evaluation

6.1 Technical Bid Opening

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

6.2 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 ELECTIONS DEPARTMENT reserves the right to extend or short close the Tender validity period, if situation warrants benefiting the Government.

6.3 Initial Scrutiny

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

If Tenders are;

- not submitted in two parts as specified in the Tender
- received without the Letter of 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
- not complying with any of the clauses stipulated in the Tender
- of lesser validity period

All responsive Bids will be considered for further evaluation.

The decision of ELECTIONS DEPARTMENT will be final in this regard.

6.4 Clarifications by ELECTIONS DEPARTMENT

When deemed necessary, ELECTIONS 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, ELECTIONS 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 ELECTIONS DEPARTMENT as stated above, such Bids may at the discretion of ELECTIONS DEPARTMENT, shall be rejected as technically non-responsive.

6.5 Tender Evaluation

6.5.1 Suppression of facts and misleading information

- a) During the Bid evaluation, if any suppression or misrepresentation is brought to the notice, ELECTIONS 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, ELECTIONS 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, ELECTIONS 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.
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6.5.2 Technical Bid Evaluation

- a) A Technical Committee will examine the Technical Bids against the Eligibility Criteria given in the Tender document. The evaluation will be conducted based on the support documents submitted by the Bidders. The documents which do not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such bidders. The eligible Bidders alone will be considered for further evaluation.
- b) The sample if any submitted will be evaluated for the tender specification as given in the Scope of work to select the technically qualified bidders.
- c) For those Bidders who have already worked or working with ELECTIONS DEPARTMENT, their previous performance in ELECTIONS DEPARTMENT would be the mandatory criteria for selection. If any unsatisfactory performances of those Bidders are found, their Bids will be straight away rejected.

The Unsatisfactory performance is defined as

- 1) Non responsiveness after getting the Purchase order
- 2) Delay in supply, installation of the ordered items etc.
- 3) Lack of communication about the delay in the work etc.

6.5.3 Price Bid Evaluation

- a) The technically qualified Bidders only will be called for Price Bid opening. The Price Bids will be opened in the presence of the technically qualified Bidders who choose to be present at ELECTIONS DEPARTMENT.
- b) The Price Bid evaluation will be conducted as stipulated in the Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules 2000 with latest amendments. All the Price in the Price Bid will be added and evaluated.
- c) The Price Bid Format should not be changed or altered or

tampered. If the Bid form is found to be tampered, the Bids will be summarily rejected. ELECTIONS DEPARTMENT will not be responsible for the errors committed by the Bidders.

- d) The Price Bid Format should not contain any conditional offers or variation clauses otherwise the Bids will be summarily rejected.
- e) The price quoted by the Bidder shall include Price and expenses on all counts viz. Price of equipment, materials, manpower etc. and any other price involved in the delivery of service.
- f) The price quoted by the Bidder shall be kept firm for a period specified in the Tender document 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 Price will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase in duties / taxes payable to the Governments in India within the stipulated delivery period.
- g) The lowest Price as per the above evaluation will be considered as L1 Price. ELECTIONS DEPARTMENT will not be responsible for any errors committed in the Price Bid. ELECTIONS DEPARTMENT will negotiate with the lowest Price offered Bidder (L1 Bidder) for further reduction of the price.
- h) The L1 Bidder as well as all the Technically Qualified Bidders will be negotiated to match L1 Price. If L1 has not performed the work satisfactorily, the order will be given to the next Successful Bidder in the tender. The decision of ELECTIONS DEPARTMENT will be the final.
- i) The bidder should quote for all the items mentioned in the tender Document.
- j) All the Bidders, who are selected after the Price Bid evaluation will be called as Successful Bidder.

6.6 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.

6.7 Award of Contract

- 1) Total quantity will be awarded to the L1 Bidder as per the provisions of Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time and Terms and Conditions of the Tender.
- 2) No dispute can be raised by any Bidder whose Bid has been rejected and no claims will be entertained or paid on this account.

6.8 ELECTIONS 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 provisions of Tamil Nadu Transparency in Tenders Act 1998 and Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time.
- ELECTIONS DEPARTMENT reserves its right to withhold any amount for the deficiency in the service.

7. Execution of Work

7.1 Acceptance of Tender and Withdrawals

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

7.2 Letter of Acceptance (LOA)

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

7.3 Payment of Security Deposit (SD)

The successful Bidder will be required to remit a Security Deposit (SD) equivalent to **Five percent** of the value of the order, inclusive of EMD by way of Demand Draft in the name of Chief Electoral Officer, Tamil Nadu, payable at Chennai 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 ELECTIONS DEPARTMENT. **The SD shall be paid to the Client within 7 days from the date of issue of Letter of Acceptance (LOA) by ELECTIONS DEPARTMENT.** The SD furnished by the Successful Bidder in respect of the tender will be returned to them only after successful fulfilment of the work as per the work order. 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.

7.4 Execution of Contract

- a) The Successful Bidder should execute a Contract as per **Appendix -1** with the client which is valid for a period of 6 months in the INR 20 non-judicial Stamp Paper bought in Tamil Nadu only in the name of the Bidder **within 7 days from the date of Letter of Acceptance issued by ELECTIONS 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 ELECTIONS DEPARTMENT/Client. ELECTIONS DEPARTMENT/Client 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 ELECTIONS DEPARTMENT/Client and ELECTIONS DEPARTMENT/Client also have the right to recover any consequential losses from the Successful Bidder.

7.5 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.

7.6 Refund of EMD

The EMD amount paid by the Successful Bidder will be adjusted towards Security Deposit payable by them. If the Successful Bidder submits Security Deposit for the stipulated value in full by way of Bank Guarantee, the EMD will be refunded. The EMD amount of the Unsuccessful Bidder will be refunded after finalisation and issue of Firm Work Order to the Successful Bidder.

7.7 Release of SD

The Security Deposit will be refunded to the Successful Bidder on completion of the contract period up to the satisfaction of Client. 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 the Client.

7.8 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 ELECTIONS DEPARTMENT.
- b) If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited to Elections 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 Elections Department.

7.9 Termination of Contract**7.9.1 Termination for default**

- a) Elections 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 Successful Bidder 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 judgement of Elections Department, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

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

7.9.2 Termination for Insolvency

Elections 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 Elections Department.

7.9.3 Termination for Convenience

Elections 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 Elections 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.

7.10 Execution of Work Order

The Successful Bidder should be responsible for effective delivery of work complying with all the terms and conditions.

7.11 Other Conditions

- a) The final decision would be based on the technical capacity and pricing of the Bidder. ELECTIONS DEPARTMENT does not bind itself in selecting the bidder offering lowest prices.
- b) ELECTIONS DEPARTMENT reserves the right to not accept the 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 ELECTIONS DEPARTMENT for good and sufficient reasons.

7.12 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, Elections 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.

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

8.Exit Clause

Before the end of the contract, and after the completion of the polling and counting day events within 4 days in each case, the bidder has to hand over the following:

The complete recording with details of the movement / tracking of vehicles meant for

- a) FST
- b) SST
- c) Transportation of EVMs/VVPATs machines
- d) Zonal Parties

in HDD of 1TB capacity in 2 Nos or more, with software to view the details as and when necessary.

9. Scope of work

I.Fixing of GPS Tracking System in the vehicle of Flying Squads (24 hour (on day) basis in 3 Shifts)

During the General Elections to Lok Sabha 2019, flying squads will be constituted for each Assembly Constituency. There shall be three or more dedicated Flying Squads under each Assembly Constituency/Segment for tracking illegal cash transactions or any distribution of liquor or any other items suspected of being used or bribing the voters. The Flying Squad shall start functioning from the date of announcement of election and shall continue till the completion of Poll. Whenever a complaint regarding distribution of cash or liquor or any other item is received, the flying squads shall rush to the spot immediately, gather necessary evidence, seize the items of bribe and record statement of the witnesses and persons. The vendor should fix the GPS devices & Tracking System in the vehicles of Flying Squad meant for expenditure monitoring (750 vehicles approx).

II. Fixing of GPS Tracking System in the vehicle of Static Surveillance Teams (24 hour (on day) basis in 3 Shifts)

For monitoring distribution / hoarding of large quantities of cash, illegal liquor, any suspicious items or arms being carried inside the constituency limits, the Static Surveillance Teams will be formed. There shall be three or more Surveillance Teams under each Assembly Constituency with one Magistrate and three or four police personnel in

each team. This team shall put check posts and keep watch on the movement of large quantities of cash, illegal liquor, any suspicious item or arms being carried in their jurisdiction. The vendor should fix the GPS devices & Tracking System in the vehicles of SST meant for expenditure monitoring (750 vehicles approx).

III. Fixing of GPS Tracking System in the EVMs / VVPATs Transportation vehicles :-

During the General Elections to Lok Sabha 2019, the EVMs / VVPATs will be transported from one place to another. The GPS devices and watching system should be installed in all vehicles which are involved in the transportation of EVMs / VVPATs.

IV. Fixing of GPS Tracking System in Zonal Party vehicles :-

The vendor should fix the GPS devices & Tracking System in the Zonal Party vehicles (6000 vehicles approx) on the pre poll and poll day.

V. *The vendor should install display devices, and monitor the vehicles at a centralized Control Centre in CEO's office and in all DEO's office with required infrastructure including system and manpower.*

The Successful bidder has to install GPS devices in the vehicles deputed for Election duty on days leading upto General Elections to Lok Sabha 2019 and provide Vehicle Tracking Management System as per the detailed scope of work given below :-

- a) Supply/Provision and Installation of tracking System on Election requisitioned vehicles as per the list of vehicles provided by Election Department.
- b) Supply/Provision of a web-based software to monitor/ track/manage the fleet of vehicles by displaying the location and distance travelled for each vehicle on geo locating Maps, on a real time basis.
- c) The web based software while displaying the location of vehicles should indicate the following for vehicle tracking
 - 1. RED for Switch off indication
 - 2. ORANGE for Stationary Vehicles
 - 3. GREEN for moving vehicles
- d) The web-based software should provide real-time tracking information for the vehicles where a tracking System is installed.
- e) The System installed on the vehicle should update the centralized server with its current position (latitude and longitude) and the web-based software should display the locational information for each vehicle, on real-time basis, where the tracking System is installed.
- f) The web-based software should be real time application and accessible from anyplace using an Internet connection.
- g) The tracking System installed on the vehicle should be portable and easy to set-up with a minimum training.
- h) The bidder shall provide adequate raining to Election Department officials on the usage of vehicle tracking System and management.

- i) The web-based software should provide the status of each vehicle via the tracking System and should indicate the System's activity via a color code (RED for Switch off indication, ORANGE for Stationary Vehicles and GREEN for moving vehicles) or any other similar forms of visual depiction.
- j) The web based software should provide MIS reports/Dashboard for the use of the Election Commission. The indicative reports are given below:
 - 1. Daily report on the status of vehicle movement
 - 2. Daily report on the status of distance travelled by vehicles and
 - 3. Other reports as and when sought by ECI / Election Department.
- k) Each vehicle should be identified by a pre defined code with the name of the jurisdiction.
- l) The web-based software should automatically refresh the tracking information at regular intervals.
- m) The web-based software should be hosted by the bidder via their own resources and at their own Price. Election Department will not take any responsibility of hosting the said software.
- n) The Bidder shall depute for provide adequate number of manpower to install the GPS devices & tracking System in the vehicles and to manage the web-based software at the CEO's Office and other locations, as directed by Election Department.
- o) The overall scope of Vehicle Tracking and Management System solution shall include supply, Installation, Testing, Commissioning, Operation,

Training, Support and Maintenance during the entire Election process for the vehicles requisitioned for Election Duty.

- p) The successful bidder shall design, build, configure, test, implement, commission, operate, manage and maintain the hardware and software involved in provisioning the vehicle tracking and management system during the election process.
- q) All types of Server Hardware, Software with license, Database, Data Storage, Connectivity, Networking Equipment, Antivirus and Intrusion Software etc required for centralized monitoring of the tracking solution and connectivity of the System with the centralized server shall be provided by the bidder at their own Price.
- r) The Successful bidder shall provide 10% GPS Devices for the vehicles in addition to the actual requirement to replace the faulty devices immediately.
- s) The successful bidder should ensure that no devices are dismantled and shifted from one vehicle to another vehicle and for this purpose, vehicle number shall be mapped to the GPS devices fixed in that vehicle.
- t) Supply and Provision of 42" LED screens at 40 locations (approx..) provided by Election Department to monitor the vehicles being tracked.
- u) Supply and provision of tracking System in all vehicles.
- v) The complete back up should be provided by the vendor to the office of DEO / CEO at the end of the project and tracking of the vehicle during the specific period / time also must be made available.

10. Payment Clause

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

1. Signing of Contract
2. Signing of Non Disclosure Agreement (Appendix 4) by all the persons involved in the assignment
3. Submission of an irrevocable Bank Guarantee of the Contract amount in the format (Appendix 2) specified to the Client.
4. The Payment will be made after the completion of work
- 5, No advance Payment will be made

11) Penalty Clause and Service Level Agreement

100%Server uptime of service to be provided by the vendor.

Time taken for faulty GPS devices rectification or replacement	Deduction from total Price of each GPS device
Upto to 3 hours	0%
Upto 5 hours	25%
Upto 8 hours	50%
8 hrs and above	100%

The bidder should provide a software for measuring the above SLA parameter along with the MIS report / Dash board.

12. Responsibilities of the stake holders

A) Responsibilities of the Successful Bidder :

1. Prepare a Project Plan
2. Enter into Contract with the CEO.
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 this department after the technical bid is opened.
6. Provision of necessary server with system software licenses, storage capacity and internet bandwidth in a secured cloud environment
7. Provision of internet connectivity at the control centres at the Offices of R.Os, DEOs and the CEO.

B) Responsibilities of the Client (Elections Department)

1. Issue of Work order and signing of contract agreement with the successful bidder.
2. Ensure the safety and security GPS Tracking System and accessories delivered by the bidders
3. Provision of power, furniture, security and other resources to the bidder,
4. Addressing letters to district collectors across TN with appropriate instructions.
5. Co-ordination with district collectors across TN for the implementation of the project.
6. Issue of Election Duty Certificate (EDC) / postal ballot to the manpower posted by the bidder
7. Release of payments as per the satisfactory completion of the work.

C) Responsibilities of ELECTIONS DEPARTMENT:

- Float the tender for Elections Department to select the suitable bidder and release of LOA to the shortlisted bidder.

Appendix-1 Model Form of Contract

(To be executed on a Rs. 20/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder for the fixing of GPS tracking System in the FST / SST vehicles and EVMs/ VVPATs transportation vehicles on rental basis for the General Elections to Lok Sabha, 2019) (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 _____ 2019 at Chennai between The Chief Electoral Officer, Public (Elections) Department, Secretariat, Chennai-600 009, 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 The Public (Elections-II) Department invited a "Tender for Vehicle Tracking System in the FST / SST vehicles, EVMs/ VVPATs transportation vehicles and Zonal Party vehicles on rental basis for the General Elections to Lok Sabha, 2019" vide Tender Ref No.2 /Elections/2019 for the real time transmission monitoring 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 Election Department and the Successful Bidder, in pursuance thereof have arrived at the following terms and conditions:

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 Price 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 Price agreed upon between the Successful Bidder and the Department. This Price is firm and not subject to enhancement.

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.

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.

The Tender documents in relation to this Tender issued **for fixing of GPS tracking System in the FST / SST vehicles and EVMs/ VVPATs transportation vehicles on rental basis for the General Elections to Lok Sabha, 2019** 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 finalised 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.

Payment Terms:

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-4**) by all the persons involved in the assignment
- c. Submission of an irrevocable Bank Guarantee of the security deposit amount in the format (**Appendix-2**) specified to the Client.

No advance Payment will be made.

100% of the total Price 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 honoured within one month after submission along with all supporting documents in complete shape.

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.

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 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 Election 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 judgement of Election 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, 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 the Election Department for any additional Prices 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, 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 Elections 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 compensations whatsoever.

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

Elections Department reserves the right to cancel the order(s) and to terminate the contract in the event of short performance or non-performance of the Successful Bidder.

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, Elections 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.

Subject to the above, the Courts at Chennai 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

	For and on behalf of Successful Bidder	For and on behalf of Elections Department
1) Witness		
2) Witness		

Appendix-2 Bank Guarantee Format

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

To

The Chief Electoral Officer
Public (Elections) Department
1st Floor, Main Building, Secretariat,
Chennai-600009.

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

This Deed of Guarantee executed by (Bankers Name & Address) having our Head Office at(address) (hereinafter referred to as "the Bank") in favour of The Chief Electoral Officer, Tamil Nadu (hereinafter referred to as "the Beneficiary") for an amount not exceeding Rs._____-/- (Rupees _____ Only) as per the request of M/s. _____ having its office address at _____ (hereinafter referred to as " Service Provider") against Letter of Acceptance reference _____ dated __/__/____ of The Chief Electoral Officer, Tamil Nadu. 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:

(Signature)
(Name in Block Letters)

Appendix-3 Format for Clarifications / Amendments

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

FOR COMMERCIAL CONDITIONS:

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

FOR TECHNICAL SPECIFICATIONS:

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

Appendix 4 Non-Disclosure Agreement

To

The Chief Electoral Officer,
Public (Elections) Department,
Secretariat,
Chennai-600 009

Sir,

Sub: Non –Disclosure agreement.

Format will be provided by Elections 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-5 Technical Bid

A1.1 Check-list for Enclosures

Documents to be Submitted	Fill (Yes or No)
Filled Tender Technical Bid form and Price Bid Form	
Payment of EMD Amount	
Two part Bid submission	
Letter of Authorisation /Power of Attorney for signing the Tender document	
Eligibility Criteria	
Certificate of Incorporation	
Copy of Purchase/Work orders received on or after 01.01.2016 and Completion Certificate received from the Customers	
Copies of Balance sheet for the last 3 Audited Financial Years (2015-16,2016-17, 2017-18) as a Proof for turnover	
Audited chartered accountant certificate for the last three years (2015-16,2016-17, 2017-18)	
Copy of the valid Certificate with respect to ISO 27001:2011 or higher/ISO 9001:2008 or higher or both.	
If the Bidder not having an Office in Chennai, copy of the necessary Undertaking letter to open the Office in Chennai within 15 days.	
Copy of the Letter of Undertaking as indicated in the tender document	
Technical Specifications Compliance Statement	

A 1.2 Profile of the Bidder

1.	Name of the Company	Bidder
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 Chennai	
	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 Company Registered in India under the Indian Companies Act 1956	
2	Bidder average annual Turnover for the last 3 years	
	2015-16	
	2016-17	
	2017-18	
3	Copy of the Work order/Agreements and Completion certificate	
4	Copy of the valid Certificate with respect to ISO 27001:2011/ISO 9001:2008/both	
5	Copy of the Rental agreement of Land line telephone bills (or) If the Bidder is not having an Office in Chennai, a necessary Undertaking letter open the Office in Chennai within 15 days	
6	Self-declaration certificate of not being black listed	
7	Report on the Architecture design of the Network and the plan of execution of the project	
8	Technical Specifications Compliance Statement	

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 ELECTIONS 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 ELECTIONS 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 ELECTIONS 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-6 Price Bid

Tender Ref No.2/Elections/2019

Tender for Vehicle Tracking System in the FST / SST vehicles, EVMs/ VVPATs transportation vehicles and Zonal Party vehicles for the General Elections to Lok Sabha, 2019

A) Main Items

Sl. No.	Item Description	Vehicle (Nos.) (A)	Unit Rate (Rs.) (B)	Value C=A*B (C)	Tax GST @ 18% (D)	Total E=(C+D)
1	Fixing of GPS Tracking System in the vehicle of Flying Squads (24 Hour(on day) basis in 3 Shifts)	750 (approximately)				
2.	Fixing of GPS Tracking System in the Vehicle of static Surveillance Teams (24 Hour(on day) basis in 3 Shifts)	750 (approximately)				
3.	Fixing of GPS Tracking System in the EVM/VVPAT Transportation Vehicles	Will be arrived after the First Randomization of EVM's by the DEO's				
4.	Fixing of GPS Tracking System in Zonal Party vehicles	6000 (approximately)				

5.	42" Televisions to monitor the vehicles with centralized control centre CEO's office and DEO's office with System and manpower	40 locations (approx.)				
6.	Vehicle Tracking Management Software including required hardware	1 No.				
	Grand Total (G)					

- The Quantity to be used during the announcement of Elections to Completion of Elections days are mentioned in the Scope of work in Chapter No. 9.
 - This is an approximate number. The payment would be made as per the exact number of vehicles covered under GPS Tracking.
- 1) The Grand total amount (G) will be evaluated to arrive at the Lowest Price (L1 Price)
 - 2) The optional items will not be considered for Price bid evaluation purposes.
 - 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.

