

	Public (Elections) Department
	<p>e-Tender for engaging Vehicles for FST/ SST/VST/Observers/Officers/ Zonal Party and inter/ intra State Transportation of EVMs/ VVPATs during General Elections to Lok Sabha, 2024.</p>
	Tender Ref No.3/7410/2024
	O/o Chief Electoral Officer
	Public (Elections-II) Department
	1 st Floor, Main Building, Secretariat,
	Chennai-600009
	Phone: +91-44-25665327
	Website: https://elections.tn.gov.in
	https://tntenders.gov.in

Important Notice

Applicability of Tamil Nadu Transparency in Tenders Act 1998

This Tender process will be governed by the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time and G.O.Ms.No.343, Finance (Salaries) Department, dated 18.09.2020.

In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000, the Act and Rules shall prevail.

Acronyms used in the Document

ARO	Assistant Returning Officer
AOC	Award of Contract
BG	Bank Guarantee
CEO	Chief Electoral Officer
DEO	District Election Officer
ECI	Election Commission of India
EMD	Earnest Money Deposit
ERO	Electoral Registration Officer
ETS	EVM Tracking Software
EVM	Electronic Voting Machine
FST	Flying Squad Team
GST	Goods & Services Tax
INR	Indian Rupee
IS	Indian Standard
ISO	International Organization for Standardization
LD	Liquidated Damage
LMV	Light Motor Vehicle
LOA	Letter of Acceptance
LOI	Letter of Indent
MUV	Multi-Utility Vehicle
NA	Not Applicable
PO	Purchase Order
POL	Petrol Oil Lubricant
PSU	Public Sector Undertaking
RLW	Registered laden weight
RO	Returning Officer
SD	Security Deposit
SSI	Small Scale Industries
SST	Static Surveillance Team
SUV	Sports Utility Vehicle
VST	Video Surveillance Team
VVPAT	Voter Verifiable Paper Audit Trial

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Section - I

Part I (Invitation to Bid)

Chief Electoral Officer, Public (Elections) Department, Govt. of Tamil Nadu, Fort St. George, Secretariat, Chennai-600009.

NIB (Notice Inviting Bids)

NIB No:3/7410/2024

Date: 06.02.2024

Two-envelopes unconditional online Bids are invited on e-Procurement website/portal on behalf of the Chief Electoral Officer, Tamil Nadu, for engaging Vehicles for FST/ SST/VST/Observers/ Zonal Party and inter/intra State Transportation of EVMs/VVPATs inclusive of all admissible taxes excluding GST, through e-tender as above, from resourceful Contractors/Agencies/ Transporters including Govt. registered contractors/ agencies/ transporters having experience in similar type of works. The bidder/transporter will remain solely responsible for the safety of the materials (EVM/VVPAT) transported till delivery.

Name of the work	Specificati ons	Quantity	Validity Period of Bid	Place of Delivery
Engaging Vehicles for FST/ SST/VST/Observers /Zonal Party and inter/intra State Transportation of	As mentioned in the bid/ ECI guidelines /Governm	As per the requireme nts of the AROs/ ROs/ DEOs.	180 Days	Office of the AROs/ROs/ DEOs of the State, as and when ordered by any of the

EVMs/VVPATs	ent Letters.			above officials.
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1. Price and/or purchase preference as per **Instructions** to Bidders shall be admissible in the evaluation and Award of Contract (AOC).
2. The bid is for a Rate Contract for short-listing of suppliers for the above mentioned items.
3. The complete Bidding Document, evaluation and qualification criteria and procedure, Bidding forms, designs, specifications, delivery schedule, etc. can be seen and downloaded from the website <https://tntenders.gov.in> and <https://elections.tn.gov.in>.
4. Bids, duly signed should be submitted electronically on <https://tntenders.gov.in> by following the electronic Bid submission procedure as specified on the portal.
5. No bidder can submit their bids after 03:00 P.M. on 19.02.2024, since the portal will not allow for submission of bids.
6. Bids have been invited electronically, the procedure for submission of Bids, including payment of Bidding Document, user charges/ processing fee etc. shall be as provided on the State e-Procurement Portal <https://tntenders.gov.in>.
7. The bids will be opened on 19 .02.2024 at 3:30 PM through online to ascertain Number of bids received.
8. The Procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
9. The Bidders shall have to submit/upload a valid 'GST' registration and 'GST' return of last year and the 'PAN' issued by the Income Tax Department.

10. The bidders are requested to select the region in the column H13 of the BOQ 2 and BOQ 3 and proceed further.
11. The bidders are requested to fill all the columns without fail; otherwise the bid will be summarily rejected.
12. The bidders are requested to fill both the BOQ2 and BOQ3, if they remit EMD for two regions (Rs.10.00 lakh).
13. The bidders are requested to fill the BOQ 2 only if they remit the EMD for one region only (Rs.5.00 lakh). The bidders who remit the EMD for one region and fill both the BOQ 2 and BOQ 3 the BOQ 2 will be evaluated.
14. To participate in the online bidding process, bidders must procure a Digital Signature Certificate (Class-III) as per Information Technology Act-2000 to digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.

Additional Chief Electoral Officer &
Additional Secretary to Government,
Public (Elections) Department,
Secretariat, Chennai - 9.

2. TENDER SCHEDULE

1)	Tender Notice Number	Tender Ref. No.3/7410/2024, Dated. 06.02.2024
2)	Tender inviting Authority, Designation and Address	The Additional Chief Electoral Officer and Additional Secretary to Government, Public (Elections) Department, Secretariat, Chennai - 9. Contact Number: 044-2567 0419 Websites: https://tntenders.gov.in & https://elections.tn.gov.in
3)	A) Name of the work	Engaging Vehicles for FST/SST/VST/Observers/ Zonal Party and inter/intra State Transportation of EVMs/VVPATs.
	B) Place of execution	District Headquarters in all 38 districts comprising Sixteen Regions.
4)	Tender documents available place	Tender documents can be downloaded free of cost from https://tntenders.gov.in and https://elections.tn.gov.in
5)	Earnest Money Deposit (EMD)	Rs.5,00,000/- for a region and Rs.10,00,000/- for two regions, shall be paid only online through the https://tntenders.gov.in .
6)	Last date for submission of pre-Bid queries	Up to 05:00 p.m. on 09.02.2024. Queries to be raised in the website https://tntenders.gov.in . The replies to the queries will be uploaded by 05:00 p.m. on 12.02.2024 in the website https://tntenders.gov.in .
7)	Tender submission	Upto 3.00 PM on 19.02.2024 through the https://tntenders.gov.in .

8)	Date Opening of Technical Bids (For initial Scrutiny).	03.30 PM on 19.02.2024.
9)	Tender Accepting Authority	The Chief Electoral Officer and Principal Secretary to Government, Public (Elections) Department, Secretariat, Fort St. George, Chennai-600 009, Tamil Nadu. Contact Number: 044-2567 0390 Websites: https://tntenders.gov.in & www.elections.tn.gov.in

Additional Chief Electoral Officer and
Additional Secretary to Government,
Public (Elections) Department, Secretariat,
Chennai - 9.

3. Instructions to Bidders on Procedure for Submission of online Bids on Tamil Nadu Tenders Portal (<https://tntenders.gov.in>)

<p>1. Procedure for Submission of online Bids on TN Tenders Portal</p>	<p>(a) The bidders are required to submit soft copies of their bids electronically on the https://tntenders.gov.in, using valid Digital Signature Certificate (Class-III). The instructions given below are meant to assist the bidders in registering on the https://tntenders.gov.in, preparing their bids in accordance with the requirements and submitting their bids online on the https://tntenders.gov.in</p>
	<p>(b) More information useful for submitting online bids on the e-Procurement Portal may be obtained at https://tntenders.gov.in</p>
	<p>1. Registration</p> <p>i) Bidders are required to enroll on the e-Procurement module of the https://tntenders.gov.in by clicking on the link “Online bidder Enrollment” which is free of charge.</p> <p>ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.</p>

	<p>iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the https://tntenders.gov.in.</p> <p>iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by Controller of Certifying Authorities.</p> <p>v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC to others which may lead to misuse.</p> <p>vi) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken</p>
	<p align="center">2. Searching for tender document</p>
	<p>i. There are various search options built in the https://tntenders.gov.in Portal, to facilitate bidders to search active tenders by several</p>

	<p>parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the https://tntenders.gov.in Portal.</p> <p>ii. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder.</p> <p>iii. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk (https://tntenders.gov.in)</p>
<p>2. General</p>	<p>i) All the provisions listed out in the Request for Proposal (RFP) issued by the O/o the CEO shall be binding upon the participating</p>

	<p>bidders of this RFP.</p> <p>ii) O/o the CEO will select a single supplier per region, in accordance with the method of selection as mentioned in RFP.</p> <p>iii) The detailed scope of the assignment/job has been described in the Scope of Work, the date and time and address for submission of the bid have been given in Tender Schedule.</p> <p>iv) The Purchaser is not bound to accept any or all the bids, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Bidders.</p>
<p>2.1 Maximum Bids submitted</p>	<p>A Bidder shall upload a maximum of two Financial Bids (BOQ) according to their eligibility.</p>
<p>2.2 Bid Validity</p>	<p>Indicates the period for which the Bidder's Bid must remain valid after the submission date.</p>
<p>2.3 Consortium</p>	<p>No consortium is allowed. Bids received from Consortiums will be rejected. Subcontracting of any work resulting from the tender is not allowed, except where the RFP explicitly allows for the bidder to enter into a contract with a third party</p>

<p>3. Clarification and Amendment of RFP Document</p>	<p>i) Bidders may request a clarification in the RFP document up to the number of days indicated in 'Tender Schedule', before the bid submission date. Any request for clarification must be sent through https://tntenders.gov.in</p> <p>ii) At any time, before the submission of Bids, the Purchaser may amend the RFP by issuing an addendum/corrigendum in writing or by standard electronic means.</p> <p>iii) The addendum/corrigendum issued shall be binding on all Bidders.</p>
<p>4. Preparation of Financial bid</p>	<p>i. The preparation of the Financial Bid as well as all related correspondence exchanged by the Bidders and the Purchaser shall be in English.</p> <p>ii. The Financial Bid shall be prepared using the attached Standard Form as in BOQ (MS Excel format). It shall include all costs associated with the Service/Assignment. The financial bid shall not include any conditions attached to it.</p>

	<p>Any such conditional financial bid shall be summarily rejected.</p> <p>iii. The Financial Proposal/ Commercial bid format is also provided as BOQ_XXXX.xls along with this tender document at https://tntenders.gov.in Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the financial bid. <i>Bidder shall not modify downloaded price bid template in any manner.</i> In case if the same is found to be modified in any manner, bid will be rejected and EMD would be forfeited. In case of discrepancy between the BOQ and RFP, BOQ will prevail.</p>
<p>5. Taxes</p>	<p>i. All rates quoted must be FOR (Freight on Road) destination (as mentioned in the bid) and should include all incidental charges, taxes & duties excluding GST which should be shown separately and would be paid as per the</p>

	<p>prevailing rates.</p> <p>ii. Bidders shall provide the price of their services in Indian Rupees and up to two decimal places (for example: Rs.00.00)</p> <p>iii. The Service Provider shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred of the contracted Services to the Purchaser excluding GST which would be payable extra as per the prevailing rates.</p> <p>iv. If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract price or deduction there</p>
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	<p>from, as the case may be, in accordance with General Conditions of Contract (GCC) hereof.</p>
<p>6. Earnest Money Deposit (EMD)</p>	<p>i. Earnest money deposit of Rs.5.00 lakh/Rs.10.00 lakh shall be paid only online module through the https://tntenders.gov.in according to their eligibility.</p> <p>The bids not accompanied with online Earnest Money Deposit will be rejected as 'Non-responsive' tender.</p> <p>If upon acceptance of tender, the tenderer withdraws his tender or fails to pay the requisite security deposit amount within the specified period of time, the EMD paid with the tender will be forfeited.</p> <p>EMD will be retained in the case of a successful tenderer and will not carry any interest. After issuing the LOA to the successful bidder the EMD will be returned to them after that they have to pay the requisite Security Deposit (SD) as mentioned in the RFP.</p> <p>EMD for the unsuccessful tenderers will be refunded automatically, after uploading the Award of Contract in the website</p>

	<p>https://tntenders.gov.in.</p>
<p>6.1 Forfeiture of EMD</p>	<p>The entire EMD shall be forfeited by the Purchaser in the following events:</p> <ol style="list-style-type: none"> i. If the Bidder withdraws his bid during the validity period or any extension agreed by the Bidder thereof. ii. If the Bidder varies or modifies its proposal in a manner not acceptable to the Purchaser after opening of Bid during the validity period or any extension thereof. iii. If the Bidder tries to influence the evaluation process. iv. If the Bidder/s selected as ‘Suppliers’ chose to withdraw the Bid before the finalization process (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).
<p>7. Tender Fees</p>	<p>The tender documents can be downloaded from the websites https://tntenders.gov.in and www.elections.tn.gov.in at free of cost.</p>

<p>8. Performance Security</p>	<p>In the written intimation of acceptance of its Bid sent to the successful bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the amount of Security Deposit, within a period of 7 days from the date on which the LOA or LOI is dispatched to the Bidder. Letter of Acceptance (LOA) or LOI shall constitute a binding contract until a formal contract is executed.</p>
<p>9. Submission, Receipt and Opening of Bids</p>	<p>i) An authorized representative of the Bidders shall digitally sign all pages of the original Financial Bid before uploading on https://tntenders.gov.in website. The authorization shall be in the form of a written power of attorney or board resolution in the name of the authorized signatory accompanying the technical bid and Financial Bid demonstrating that the representative has been duly authorized to sign.</p> <p>ii) For instructions on bid preparation and checklist of documents required for bid submission please refer Annexure I.</p>

	<p>iii) Bids shall be submitted online only at https://tntenders.gov.in not later than the time and the date and time indicated in the Tender Schedule or any extension to this date by the purchaser any bid received by the Purchaser after the deadline for submission shall not be considered.</p> <p>iv) The bidders are requested to select the region in the column H13 of the BOQ 2 and BOQ 3 and proceed further.</p> <p>v) If the bidder remits EMD for Rs.5.00 lakh they shall fill the BOQ2 only. If the bidder remits EMD for Rs.10.00 lakh they shall fill both the BOQ 2 and BOQ 3.</p>
<p>10. Right to Accept/ Reject the Bid</p>	<p>The Purchaser reserves the right to accept or reject any Bid and to annul the RFP process and reject all such bids at any time prior to award of contract, without there by incurring any liability to the affected applicant(s) or any obligation to inform the affected applicant(s) of the grounds for such decision. The purchaser reserves the right to reject incomplete or incorrect bids.</p>
<p>11. Opening of Financial Bids</p>	<p>i) The date & time will be intimated later to the technically</p>

	<p>qualified bidders.</p> <p>ii)The Purchaser reserves the right to correct any computational errors.</p>
<p>12. Disqualification</p>	<p>Purchaser (Department) has the sole discretion to disqualify any applicant and at any time during the evaluation of application, if the applicant:</p> <p>i) Submitted the application after the response deadline:</p> <p>ii) Made misleading or false representations in the forms, uploading of forged documents, statements and attachments submitted as proof of the eligibility requirements;</p> <p>iii) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures etc. in any project in the preceding Three years;</p> <p>iv) Submitted an application that is not accompanied by required documentation non-responsive;</p> <p>v) Failed to provide clarifications</p>

	<p>related thereto, when sought;</p> <p>vi) Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;</p>
13. Award of Contract	<p>i) The Purchaser shall issue work order to the selected Bidder. The Bidder will sign the contract within 7 days of notification of Award of contract.</p> <p>ii) The Bidder is expected to commence the services within 7 days of signing of Contract. In case the winning Bidder fails to start the services within 7 days of signing of contract, then the Purchaser may exercise the right to cancel the award of work to the selected bidder and award to the next lowest bidder or cancel the RFP, as the case may be.</p> <p>iii) In exceptional cases O/o the CEO may grant extension if the delay is due to reason not in control of the Service Provider.</p> <p>iv) The successful bidder have to provide Vehicles for FST/ SST/VST/ Observers/Officers/ Zonal Party and inter/ intra State Transportation of EVMs/ VVPATs.</p>
14. Termination of Contract	Notwithstanding the duration of the contract/ allocation of volume

	<p>of work, the termination of the Contract is subject to the conditions as stipulated in General Conditions of Contract.</p>
<p>15. Dispute Resolution during the Tender process</p>	<p>i. Settlement of Disputes/ Dispute Resolution Mechanism: If any dispute arises during the tender process related to RFP and other bid documents with regard to the interpretation, meaning and breach of the terms of the RFP, the matter shall be referred to "The O/o the CEO" & whose decision shall be final and abided by all stakeholders.</p> <p>ii. Legal Proceedings: All legal proceedings, if necessary arise to institute may by any of the parties (Government or Contractor) shall have to be lodged in courts situated in Chennai.</p>

4. Eligibility Criteria

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

No	Eligibility Conditions	Documentary Proof to be submitted
1	The bidder should be a Proprietorship/ Partnership Pvt. Ltd. Company registered in India under the Companies Act for the past three years (or) a Partnership Firm registered in India under the Partnership Act.	Certificate of incorporation/MSME/DIC on or before 01.04.2020 should be submitted.
2	The bidder should have executed an aggregated work value of Rs.1.00 lakh and above if quotation is for one region and Rs.2.00 lakh and above if quotation is for two regions related to transportation of EVM/VVPAT Vehicles, FST/SST/VST Vehicles/ Vehicles used for transport services to Observers/DEOs etc. during the past 3 years.	Copy of Work orders/ Proceedings issued by the DEOs should be submitted.

3	The bidder should submit copies of the Audited balance sheet for the last 3 financial years for having aggregated turnover of Rs.3.0 Crore and above if quotation is for one region; Rs.6.0 Crore and above if quotation is for two regions.	a) Certificate from the Chartered accountant should be submitted. b) Certificate from the Chartered Accountant should be enclosed with positive net worth in the two financial years of last three financial years (2020-21, 2021-22 & 2022-23).
4	The bidder should have filed Income Tax returns for the last three financial years.	Copy of the IT Returns for the three financial years (2020-21, 2021-22 & 2022-23)
5	The bidder should have sound financial resources like letter of credit worthiness from any Scheduled Commercial Bank.	The letter of credit worthiness certificate from Bank and Bank facilities available for Rs.30 lakhs for one region and Rs.60 lakhs for two regions.
6	The Bidder should not have been blacklisted by any of the Government Departments / PSUs/Local Bodies.	Self-Declaration / undertaking should be submitted.
7	The bidder should have been registered for Goods and Services Tax, and also submit GST Annual	The bidder should enclose the Registration Certificate for Goods and Services Tax

	Return form for the three financial years, and GSTR- 3b for the last six months.	(GST), and also submit GST Annual Return Form (Form-9) for the two financial years. (2020-21, 2021-22 and 2022-23) and also submit GSTR- 3b for the last 6 months (July 2023 to December 2023).
8	The Bidder should have submitted the PAN Card/EB Bill as proof for registered office in Tamil Nadu.	PAN Card/EB Bill and Self-Declaration should be submitted.
9	The bidder should have the capacity of providing at-least 10 MUVs, 5 SUVs per Assembly Constituency with Drivers including reserve drivers @ 10% and 2 Trucks with covered container per District.	The bidder should enclose a self-declaration along with the details of the vehicles and the list of Drivers to be engaged for them.
10.	The Bidder should have registered office in Tamil Nadu with adequate facilities of Vehicles and accessories and driver.	A certificate of self-declaration about where the office is located.

Important Note:

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

The bidder should have an aggregated turnover of at least Rs.3 Crores (Rupees Three Crore Only) in the last three Financial Years i.e., 2020-21, 2021-22 & 2022-23 per region bid for. For an additional region, the turnover should be an additional amount of Rs.3 Crore (i.e., for two regions totally Rs.6 Crores and above).

5. Scope of Work

A. Hiring of Trucks for the transportation of the EVMs/VVPATs:-

For any transportation of EVMs/VVPATs from one place to another (i.e. from factory to States, Inter-State, Intra-State etc.), following protocols shall be strictly followed as per the directions of the ECI:

- (a) Movement of EVMs & VVPATs should mandatorily be done through EVM Tracking Software (ETS).
- (b) Containerized trucks or sealed trucks on which proper locking arrangements can be made shall only be used for transporting EVMs and VVPATs, so that these could be locked and sealed with paper seals.
- (c) All trucks transporting EVMs/VVPATs shall be sealed with lock and paper seals.
- (d) Vehicles with GPS tracking only should be used for movement of EVM/VVPAT. The GPS tracking facility should be monitor able by the DEO concerned. It is the vendor's responsibility to ensure this.

1. Transportation from Factory to State

GPS tracking of vehicles shall be monitored on daily basis by the District Election Officers and randomly monitored by the Chief Electoral Officers. A daily monitoring report shall be sent by the Chief Electoral Officer to the Commission.

2. Interstate Transportation

- (a) A nodal officer at State as well as District level shall be appointed for constant coordination for smooth transportation of EVMs in donor and borrower States.

(b) As far as possible, the CEOs shall ensure the location of districts for collection of EVMs/VVPATs by borrowing State are in a cluster or on the same route.

(c) DEOs shall ensure that neither defective nor 'EVMs/VVPATs under conflict in ETS' are transferred to the borrowing State.

3. *Intra State Transportation*

(a) Intra-district allocation as well as inter-district allocations to be done as per existing instructions only.

(b) All movements of EVMs/VVPATs shall be done through ETS and with prior permission of the Commission.

(c) In case of exigencies like flood or fire the CEO/DEO may shift the EVMs/VVPATs under intimation to the Commission and also take post facto approval.

(d) DEOs will ensure appointment of team to accompany the truck for transporting EVMs/VVPATs, arrangement of district transport, arrangement for proper handing over and receipt of EVMs/VVPATs.

(As per the ECI letter No.51/8/7/2017-EMS, Dated:30.08.2017)

(e) **Video Surveillance Team (VST): (12 hour basis)**

One or more Video Surveillance Teams shall be deployed for each Assembly Constituency/Segment consisting of minimum one official and one videographer for videography the public meetings. If necessary, more number of teams may be deployed on the recommendation of Expenditure Observer. The Assistant Expenditure Observer shall personally supervise videography of

sensitive events and big public rallies in the constituency. If more than one public rally is organized on the same day, more than one video teams shall be deployed to record the procession and the rally.

(f) **Flying Squad (FS): (24 hour (on day) basis in 3 Shifts)**

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.

(g) **Static Surveillance Team (SST): (24 hour (on day) basis in 3 Shifts)**

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 up check posts and keep watch on movement of large quantities of cash, illegal liquor, any suspicious item or arms being carried in their area.

(ECI letter No. 76/Instructions/EEPS/2015/Vol-II, Dated: 29.05.2015)

B. Hiring of Vehicles for the use of various Teams such as Flying Squad, Video Surveillance Team and Static Surveillance Team etc. during the General Elections to Lok Sabha, 2024.

During the Election process, all the DEOs have to form various teams like Flying Squad, Video Surveillance Team and Static Surveillance Team etc. as per the directions of the ECI.

The vendors should provide the Vehicles with Drivers as per the requirement of the DEOs for the use of various teams like FST/SST/VST and for the Observers and officials of the O/o the DEOs.

As far as possible vehicles should be of latest model. The vehicles should be provided with speedometers in good condition to record distance correctly.

The losses to goods and life if any due to accidents or any other events will be covered by the vendor only. Spare Vehicles, equivalent to the running vehicles should be provided by the vendor to the DEOs within 15 minutes of any accidents/break downs.

The hire charges will be reckoned from the hours at which the vehicles are taken over and each completed period of 24 Hrs. there from shall be treated as a Day.

Rate up to 3 Hrs in Nil Charge. Fraction of a day exceeding 3 Hrs but not exceeding 6 Hrs to be reckoned as $\frac{1}{4}$ day, 6 to 12 Hrs will be reckoned as $\frac{1}{2}$ day and exceeding 12 hrs will be reckoned as one day. (G.O.(3D) No.29 Home (Pol.XI) Department, Dated.09.03.2005.)

The Vehicle after performing the prescribed duty will be retained for another continuous duty and will be released as the case may be depending upon the circumstances prevailing then.

The vehicle hired shall be clean and always roadworthy.

The speedometer shall be in good working condition to enable the vehicle using officer to take down the kilo meter readings to prepare the log book. The rate of hire charges is exclusive of fuel and oil.

The rules and regulations of the Tamil Nadu Motor Vehicles Act shall be strictly adhered to.

Spare Tyres shall always be available in Good Condition.

The drivers of the vehicles hired shall always be neat and should wear white uniforms on duty. The drivers should be courteous and

polite. If any misunderstanding arises, it shall be brought to the notice of the DEOs/ROs/AROs concerned. In case of any difference in Hire Charges representation shall be made only to the CEO.

The instructions of RTO if any regarding Road Worthiness of the vehicles shall be carried out without any extra cost. If the vehicle proposed to be hired requires any minor repairs or adjustments, etc., it should be brought to the notice of the O/o CEO, O/o DEOs/ROs/AROs.

The rate fixed will apply to all places irrespective for the destination where the vehicle is used.

In the event of break down it will be deemed that the vehicle is released from the contract and hire charges will be claimed only up to the time of break down. Tarpaulin shall be provided to prevent from rain.

Driver batta will be provided as mentioned below:-

Sl. No.	Time Duration	Batta admissible to drivers
1.	First 8 Hrs.	One driver/One batta
2.	From 8 th Hour to 16 th Hr.	Another driver/ Another Batta
3.	From 16 th Hour to 24 th Hr.	Another driver/ Another Batta

The above will be applicable for FST/SSTs etc. for engaging three shifts. For other Vehicles e.g., Observers/DEOs/CEOs there will be single batta only.

W.r.t. the vehicles used in the Districts the DEOs will offer adequate Petrol/Diesel (adequate fund provision provided to the Districts under 105. AB. Conduct of Election to Lok Sabha 045. Petrol Oil and Lubricants) (up to 10.00 litres per day). The drivers have to maintain the Trip Sheet which should be counter signed by the Tahsildars/Nodal

Officer for Vehicles of the Assembly Constituency concerned. The Tahsildars/Nodal Officer for Vehicles of the Assembly Constituency concerned should prepare a working sheet on actual Excess fuel required / Lesser amount of fuel used on daily basis. Based on the Trip sheet, the O/o the DEOs shall prepare a consolidated requirement of funds proposal (based on the Annexure-V of this Tender Document) for shortfall of POL, along with the fund proposal for the Vehicles. The O/o the CEO after due verification sanction the required funds to the DEOs.

If the vendors are non-responsive, the DEOs shall arrange vehicles locally and the same should be brought to the notice of the O/o the CEO.

5.1. Regions – For the above said purpose the state of Tamil Nadu has derived as sixteen regions. The Regions and the districts in each Regions are listed below:-

Sl. No	Region	Name of the District	No. of ACs Covered
1	Chennai	Chennai	16
2	Tiruvallur	Tiruvallur	14
		Ranipet	
3	Kancheepuram	Kancheepuram	11
		Chengalpet	
4	Vellore	Vellore	13
		Tiruvannamalai	
5	Krishnagiri	Krishnagiri	15
		Dharamapuri	
		Tirupathur	
6	Villupuram	Villupuram	11
		Kallakurichi	
7	Erode	Erode	16
		Tiruppur	
8	Salem	Salem	17
		Namakkal	
9	Coimbatore	Coimbatore	13
		The Nilgris	

10	Cuddalore	Cuddalore	15
		Mayiladuthurai	
		Nagappattinam	
11	Tiruchirappalli	Tiruchirappalli	13
		Ariyalur	
		Perambalur	
12	Thanjavur	Thanjavur	12
		Tiruvarur	
13	Pudukkottai	Pudukkottai	10
		Karur	
14	Thoothukkudi	Sivaganga	14
		Ramanathapuram	
		Thoothukkudi	
15	Madurai	Madurai	21
		Dindigul	
		Theni	
16	Tirunelveli	Virudhunagar	23
		Tenkasi	
		Tirunelveli	
		Kanniyakumari	

5.2 Period of Contract (Tenure) - The period of rate contract will be one year from the date of signing contract agreement with the Chief Electoral Officer.

6. SELECTION PROCESS AND INSTRUCTIONS ON BID

PREPARATION

6.1. Technical Bid Opening

The Technical Bid will be opened on the date and time as specified in the Tender schedule through online mode by the Tender Evaluation Committee.

6.2. Tender Validity

The offer submitted by the Bidders should be valid for a period of not less than 180 days from the date of opening of the Tender. In exceptional circumstances, O/o the CEO may solicit the Bidders to extend the validity. The Bidder should extend price validity and EMD validity.

6.3. Earnest Money Deposit (EMD)

Every bidder, participating in the procurement process will be required to furnish the EMD as specified in the Tender Schedule.

- a) Earnest money deposit of Rs.5,00,000/- (Rupees Five Lakh only) shall be paid only online module through <https://tntenders.gov.in>. per region. If the bidder desires to bid for two regions the Earnest money deposit of Rs.10,00,000/- (Rupees Ten Lakh only) shall be paid only online module through <https://tntenders.gov.in>.
- b) EMD will be retained in the case of a successful tenderer and will not carry any interest. It will be dealt with as provided in the tender.
- c) EMD for the unsuccessful tenderers will be refunded automatically, after uploading the Award of Contract in the <https://tntenders.gov.in>.
- d) The EMD taken from a bidder shall be forfeited in the following cases, namely: -

1. when the bidder withdraws or modifies its bid after the opening of bids;
 2. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 3. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 4. when the bidder does not deposit the Security Deposit within the specified period after the supply/ work order is placed; and
 5. If the bidder breaches any provision of code of integrity prescribed for bidders specified in the bidding document or as per the state rules, the CEO reserves the right to terminate the contract.
 6. If the Bidder does not accept the correction of its Bid Price pursuant to the relevant bidding document. [Correction of Arithmetical Errors].
- e) Notice will be given to the bidder with a reasonable time before the EMD deposit is forfeited.

6.4. Clarifications by O/o the CEO

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

If the Bidder failed to upload any of the documents with reference to Chapter 4 Eligibility Criteria such bids are liable for non-responsive.

6.5. Tender Evaluation

6.5.1. Suppression of facts and misleading information

During the Bid evaluation, suppression / uploading of bogus documents or misrepresentation if any is brought to the notice of O/o The CEO, O/o The CEO shall have the right to reject the Bid and if after selection, O/o The CEO would terminate the contract, as the case may be. The rejection/ termination will be without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited. In addition to that such agencies will be blacklisted by this Department.

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

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

The Tender calls for full copies of documents to prove the bidder's experience and capacity to undertake the project.

6.5.3 Technical Bid Evaluation

A Tender Evaluation 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 did not meet the eligibility criteria such bids will be rejected. All relevant paper submitted and the proposal is in order. The technically qualified Bidders alone will be considered for further evaluation (i.e.) for the financial bid opening.

6.5.4 Financial Bid Evaluation

The technically qualified Bidders only will be informed the date and time of the Financial Bid opening through their registered mobile phone number and the registered e-Mail ID. The Financial Bids will be opened in the presence of the technically qualified Bidders who choose to be present by the Tender Evaluation Committee.

The Financial Bid evaluation will be conducted as per the procedure stipulated in the Tamil Nadu Transparency in Tenders Act, 1998 and Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time. All the cost in the Financial Bid will be added and evaluated.

The Financial Bid of the technically qualified bidders alone will be opened and evaluated.

The Bidder, who will be selected after the Financial Bid evaluation will be called as Successful Bidder (L1) for the respective Region.

The bidder shall confirm that the Financial Bid confirms to all the terms and conditions stipulated in the tender document. He shall confirm that the Financial Bid is final in all respects and contains no conditions.

6.5.5. Performance Security

In the written intimation of acceptance of its Bid sent to the successful bidder, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non-judicial stamp of requisite value at his cost and deposit the amount of Security Deposit, within a period of

7 days from the date on which the LOA or LOI is dispatched to the Bidder. Letter of Acceptance (LOA) or Letter of Indent (LOI) shall constitute a binding contract until a formal contract is executed.

6.5.6. Chief Electoral Officer reserves the right to:

- 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.
- The District Election Officer reserves the right to increase / decrease the number of Quantity depending upon the necessity arises.
- If any region is not covered/left out by the bidders after the evaluation of Commercial bids, the CEO reserves the right to allot the region(s) from the technically qualified vendors and who accepts L1 rate for all the items indicated in BoQ for accomplish the task.
- If the vendor's work capacity is below par to the level of expectancy, CEO reserves the right to re-allot the work to any other agency on the request of the DEOs.
- The Chief Electoral Officer reserves its right to withhold payment of amount for the deficiency/delay in the service based on the reports received from the DEOs concerned.

6.5.7 Negotiations

Negotiations will be conducted with L1 Bidder for all the Regions, item wise to ensure improvement in the Scope of Work, Specification, further reduction in price and advancement of delivery schedule.

7. General Terms and Conditions

The Terms and Conditions for selection of Agencies for engaging Vehicles for FST/ SST/VST/Observers/Officers/ Zonal Party and inter/ intra State Transportation of EVMs/ VVPATs are as follows:-

7.1 The tender documents can be downloaded from the websites at free of cost viz., <https://tntenders.gov.in> and <https://elections.tn.gov.in>

7.2 Details to be furnished

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

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

7.2.3 The bidder has to submit the undertaking in the prescribed format in the technical bid that he accepts all the technical and commercial tender conditions and shall abide by the same fully.

7.3 Clarification of doubts

7.3.1 Prospective Bidder requiring any queries in the Tender may raise the pre-bid queries/clarifications/ doubts to CEO through <https://tntenders.gov.in> by 05:00 P.M. on 09.02.2024. The replies to the queries will be uploaded in <https://tntenders.gov.in> by 05:00 P.M. on 12.02.2024.

7.3.2 If necessary Corrigendum to the Tender Document shall be issued by this Department.

7.3.3 Amendments to the Tender

7.3.3.1 Before closing of the Tender, clarifications and amendments, if

any, will be notified in the websites mentioned earlier. The Bidders should periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. Public (Elections-II) Department will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.

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

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

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

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

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

7.3.3.7 CEO is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders' failure to update the Bid documents on changes announced through the website.

7.4 Security Deposit

7.4.1 The successful Bidder will be required to remit Security Deposit not exceeding five percent (5%) of the total accepted tender value inclusive of EMD within seven days from the date of intimation, in the form of bank Guarantee. The security deposit will be remitted

@ Rs.30,000/- per Assembly Constituencies comprised in the Zones, by the way of submitting Bank Guarantee for the validity period of one year.

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

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

7.4.4 The Security Deposit furnished by the successful Bidder in respect of his tender will be returned to him at the end of the contract period, subject to the satisfaction of Public (Elections-II) Department.

7.4.5 The Security Deposit till it is returned will not bear any interest. The Security Deposit amount will be returned to the eligible bidders only after the receipt of the final payment received from the CEOs office.

7.5 Forfeiture of Security Deposit

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

7.6 Agreement

7.6.1 The successful Bidder(s) shall execute an agreement for the fulfillment of the contract on Rs.100/- non-judicial stamp paper in the format in Annexure-II of the tender document with such

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

7.6.2 The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the Public (Elections-II) Department and recovery of any consequential losses from the Agency.

7.7 Assigning of tender in whole or part

The Agency should not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. No **under-letting or subletting** to any persons or body corporate for the execution of the contract or any other part thereof is permitted, without the prior written consent of Public (Elections-II) Department.

7.8 Penalty and Termination for Non-fulfillment of contract

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

7.9 Force Majeure

Neither the Department nor the Agency shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:

a) Natural phenomena including but not limited to earthquakes, floods and epidemics.

b) Acts of any Government authority, domestic or foreign, including but not limited to war declared or undeclared.

c) Accidents or disruptions including but not limited to fire and explosions.

7.10 Jurisdiction for Legal Proceedings

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

8. Release of Payment

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

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

The payment will be made as per the following procedures:

After the completion of the work i.e., engagement of vehicles for the FST/SST/VST/Observers/Zonal Party and inter/intra State Transportation of EVMs/VVPATs as per the Proceedings of the AROs/ROs/DEOs and based on the proceedings, a working sheet should be prepared by the DRO (Elections)/ Personal Assistant to Collector (Elections)/ Tahsildhar (Elections) in this regard. A working sheet should be prepared by the Section Officer, Public (Elections-VI) Department for the use of the vehicles by the O/o CEO. After the receipt of the proposal, the Public (Elections-VI) Department will release the payment to the vendors concerned, after scrutiny of the records by ECS.

The vehicle hire charges will be settled to the vendors and the shortfall charges for POL will be released to the DEOs.

No advance Payment will be made.

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

2. The time limit for finalizing the work would be given by the respective DEO /RO/ARO/Nodal officer for Vehicles while allotting the work.

9. Service Level Agreement

The vendor should provide the Vehicles along with Drivers as per the requirement of the ARO/RO/DEO immediately. The recommendation of the DEOs on the delayed in service/deficiency of service, if accepted by the O/o the CEO, maximum penalty will be levied at 10%.

Final bills will be settled after adjusting the penalties levied to the vendor, as recommended by the DEOs.

Financial Bid (BOQ)

(Bid Document for "For the Transportation of EVMs etc.")

e-Tender for engaging Vehicles for FST/ SST/VST/ Observers/ Officers and inter/intra State Transportation of EVMs/VVPATs.

Financial Bid for Region (To be entered in the BoQ)

Sl. No	Item Description	Unit	Hire charges	Driver Batta	Total	Weightage In %	Grand Total
(1)	(2)	(3)	(4)	(5)	(6) = (4) + (5)	(7)	(8)= (6) * (7)
1.	7/8 seater Vehicles (SUVs with AC) Used for 12 hours for VST and others. (Toyota Innova, Tavera and Xylo or equivalent)	One				20	
2.	7/8 seater Vehicles (SUVs with AC) Used for FST/SST etc. on shift basis (Toyota Innova, Tavera and Xylo or equivalent)	One				45	
3.	Zonal Party Vehicles (XUV/MUV with AC) for Sector Officers. (Sedan cars like Maruti Swift Dzire, Indigo, Toyota Etios, Hyundai Accent, Tata Nexon or equivalent) (On Day basis/24 Hrs.)	One				10	

4.	EVMs/VVPATs inter/intra State Transportation- Trucks with covered container (MMV (Mechanic Motor Vehicle) Goods Vehicle RLW 7,501 Kgs to 12,000 Kgs.) (Per Km)	Per K.M.		N.A.		8	
5.	EVMs/VVPATs inter/intra State Transportation Trucks with covered container for (Goods Vehicle RLW 12,001 Kgs to 16,200 Kgs.) (Per Km)	Per K.M.		N.A.		3	
6.	Sedan Cars (XUV/MUV with AC) (12 Hrs) (Swift Dezire, Indigo, Etios etc. or equivalent.) (O/o CEO and O/o DEOs / Election Officials etc.)	One				5	
7.	7/8 seater Vehicles (SUVs with AC) (12 Hrs.) (Toyota Innova Crysta or equivalent) (For Observers Officers etc.)	One				9	

Note:

- i. Rates quoted should be inclusive of the Driver Batta and Rent for the Vehicle (exclusive of Petrol Oil and Lubricant (POL)).
- ii. The losses to goods and life if any due to accidents or any other events will be covered by the vendor only. All insurance related issues will be the responsibility of the owner of the vehicle.
- iii. The requirements of vehicles used for these Transportation shall be finalised by the DEOs concerned. They may require any one of the vehicles or any combination of vehicles or equivalent.
- iv. The vendors have to provide the vehicle upon requisition by the CEO/DEO/RO/ARO within one hour.
- v. The bidders are requested not to include GST or any other tax levied by Central/State Governments, which would be paid additionally by the client as per applicable rates.
- vi. The bidders are requested to select the region in the column H13 of the BOQ 2 and BOQ 3 and proceed further.
- vii. The bidders are requested to fill all the columns without fail; otherwise the bid will be summarily rejected.
- viii. The bidders are requested to fill both the BOQ2 and BOQ3, if they remit EMD for two regions (Rs.10.00 lakh).
15. The bidders are requested to fill the BOQ 2 only if they remit the EMD for one region only (Rs.5.00 lakh). The bidders who remit the EMD for one region and fill both the BOQ 2 and BOQ 3 the BOQ 2 will be evaluated.
- ix. For calculating the L1 value up to two decimal places of the total value of Cell Number BA21 of BoQ2 and BoQ3 will be considered.

ANNEXURE-I
Checklist for Technical Proposal

The technical proposal should comprise of the following basic requirements as mentioned in the Chapter 4.

Regions opted for: 1._____

2._____

No	Particulars	Document Submitted
1	Eligibility related documents	
1	Tender document along with the reply to the queries uploaded, the corrigendum issued if any, should be signed on all pages and uploaded. In addition to this, a Letter of Authorisation should be attached.	
2	Certificate of incorporation from MSME/DIC/Ministry of Corporate Affairs not later than 01.04.2020.	
3	Balance sheet from the Chartered accountant for the last 3 financial years (i.e., 2020-21, 2021-22 and 2022-23).	
4	Copies of the proceedings/work completion certificate for having experience in EVM/VVPAT/FST/SST/VST/Observers/DEO Transportation for an aggregated value of Rs.1.00 lakh and above if quotation is for one region and Rs.2.00 lakh and above if quotation is for two regions.	
5	Certificate from the Chartered Accountant with positive net worth in the any two financial years of last three financial years (2020-21, 2021-22 and 2022-23).	
6	Copy of the PAN Card and Income Tax returns for the three financial years (2020-21, 2021-22 and 2022-23).	
7	The letter of credit worthiness certificate from a Scheduled Commercial Bank for Rs.30.00 lakhs if quotation is for one region and Rs.60.00 lakhs if quotation is for two regions.	
8	Self-Declaration / undertaking for not blacklisted by any of the Government Departments/ PSUs/Local Bodies during the past three years.	
9.	GST registration Certificate. GST Returns for the three financial years (2020-21, 2021-22 & 2022-23) (GSTR 9) and GSTR 3B for six months from July 2023 to December 2023.	

10.	Details of the bidder should have the capacity of providing at-least 10 MUVs, 5 SUVs per Assembly Constituency with Drivers including reserve drivers @ 10% and 2 Trucks with covered container per District.	
11	Self-Declaration for having registered office in Tamil Nadu, adequate facilities of Vehicles, accessories and driver.	

Name of the Bidder: -
 Authorised Signatory: -
 Seal of the Organization: -
 Date:
 Place:

Annexure-II
FORM OF CONTRACT

(To be executed by the Bidders who have been awarded the contract)

This Contract entered into this .. day of..... at Chennai between the Chief Electoral Officer and Secretary, Public (Elections-II) Department, Secretariat, Chennai-9, (herein referred as the **Department** - which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the First part and the service provider hereinafter referred to as "**The Agency**" (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the second part.

2. Whereas the Public (Elections-II) Department / CEO's Office invited tenders for engaging Vehicles for FST/ SST/VST/Observers/Zonal Party and inter/intra State Transportation of EVMs/VVPATs for the General Elections to Lok Sabha, 2024 in accordance with the guidelines and instructions of the Election Commission of India

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

1. **Period of Contract** - This Contract shall remain in force during the Contract period of one year commencing from the date of the signing of this Contract. But in the event of any breach of terms and conditions of the contract at any time on the part of the Agency, the Contract shall be terminable by the Department without any compensation to the Agency and also at the risk and cost of the Agency.

2. Conformity to Instructions / Guidelines and Schedule

2.1. The Agency agrees to carry out the activities of engaging Vehicles for FST/ SST/VST/Observers/Zonal Party and inter/intra State Transportation of EVMs/VVPATs in accordance with the guidelines / instructions and the schedule laid down by the Election Commission of India (ECI) within the period communicated by the CEO / DEOs.

2.2. The period is liable to be shortened or extended by the CEO / DEOs according to the monsoon and climatic conditions or other exigencies and the Agency shall adhere to the schedule strictly.

3. Place of Operations, Locations for coverage and Timing

3.1. The Agency shall be required to operate from the premises authorized by the DEOs only.

4. Rates, Advance Payment and Security Deposit, etc.

4.1. The rate for the contract as detailed in this contract includes Goods and Services Tax (GST), Freight, Insurance, Installation, Transportation and Commissioning Charges and such other levies that may be applicable from time to time.

4.2. The Agency shall organize a separate working capital for this project.

4.3. No advance payment will be made to the Agency.

4.4. The Agency shall remit a Security Deposit equivalent to 1 (One) percent of the total accepted tender value inclusive of EMD within seven days from the date of intimation, in the form of Demand Draft. The security deposit will be remitted @ Rs.30,000/- per Assembly

Constituencies comprised in the Zones, by the way of submitting Bank Guarantee for the validity period of one year. The Security Deposit furnished by the Agency shall be returned on termination of contract period subject to the specification of the Client.

5. Equipments

5.1. The equipments and accessories deployed / used by the Agency shall comply with specifications given in the tender document. The Agency shall maintain the equipments in good condition throughout the duration of the work irrespective of the fact whether these have been manufactured by the Agency or not.

5.2. The maintenance, service, replacement, reloading of the system, minor repairs or major replacement etc. shall be the responsibility of the Agency.

5.3. The Agency shall insure at their own cost against any risk like fire, theft, etc. to the Computer Systems, peripherals and other available infrastructure of the Agency at any location for the Vehicles and Drivers and shall take an All Risk Policy from Insurance Company.

6. Driver

6.1. The details of the drivers employed by the Agency shall be made available to the respective DEO(s) for reference.

6.2. The driver employed by the Agency will have no right in any manner to claim any benefits / rights with the Department.

6.3. Boarding, lodging, incidental expenses, medical expenses, etc for the drivers shall be borne by the Agency.

6.4. The Agency shall extend Group Insurance to all the persons of the Agency working in the field. Public (Elections-II) Department will not be liable for any risks including riots, theft, damage due to law and order, floods, accidents, etc. under any circumstances.

6.5. The officers, supervisors and operators engaged by the Agency shall get trained in the overall management of the field operations and implementation.

6.6. The driver appointed by the Agency should report to the Officials concerned as authorized by the CEO / DEOs about their attendance leave and report other matters connected with the work.

6.7. The driver shall not be changed / transferred without the knowledge of the Department except in circumstances beyond the control of the Agency. The replacements should be provided immediately in case of any change or transfer.

6.8. The Vendor shall ensure that the behavior of all the officers and staff is decent and courteous at all times. The persons reported for any indecent behavior must be immediately replaced.

7. Deliverables

7.1. The goods or materials as contained in the tender document shall be supplied by the Agency in such quantities or numbers and at the place as may be specified by the CEO / DEOs without any extra cost.

7.2. The Agency agrees that all goods or materials to be supplied under this contract shall be of the quality and sort specified in the tender document.

7.3. The guarantee will cover all the materials and goods supplied by the Agency under this contract irrespective of the fact whether these have been manufactured by the Agency or not. If there is any defect in any item, the same will be rectified or replaced free of cost by the Agency, within the time limits framed by the CEO/DEOs.

8. Penal clauses

8.1. The Agency shall be held responsible for any delay in the service of Vehicles and payment shall not be made for such delays.

8.2. The Agency shall provide all materials, labour and assistance to any Government Officer or any other Officer authorized by the CEO / DEOs for inspection to test the materials for assessing the quality. The materials rejected shall be destroyed by the Agency at its expense in the presence of any officer authorized by the CEO / DEOs for this purpose. The Agency shall not be entitled to any payment of compensation or damage for such rejection.

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

8.4. During inspection or on review of progress by the CEO / DEO or on a report/ complaint from subordinate staff or others, if it is found that:

8.5. The Agency does not possess adequate facilities and has not

provided the necessary infrastructure (equipment, driver etc.) or there is delay in deployment to execute the work within the stipulated period or if the equipments deployed are of inferior quality and driver inadequate or not well trained/ skilled to produce quality output as per the tender specifications,

8.6. If the work is not executed as per specifications,

8.7. If any wrong claim is preferred for payment,

8.8. If there is failure to comply with or there is a breach of any of the terms and conditions set out in the guidelines/ specifications of the Election Commission or the CEO issued from time to time,

The Department reserves the right, without prejudice to the action for imposition of penalty set out in the previous clause, to take such measures as are considered necessary to ensure that the programme is not affected and recover the additional cost/ liability from the Agency as per the Government norms. The measures may include forfeiture of Security Deposit and termination of the entire or part of the unfinished work. In such an event, the Agency will not be entitled to any payment or compensation and damages for the work done. Besides, such performance may entail action for blacklisting of the Agency, both for election work and also for all Government works. The blacklisting would not be limited to the Agency itself but for all entities, existing or to be setup in future, by the owners or top managers of the Agency.

9. **Force Majeure** - Neither the Department nor the Agency shall be liable to the other for any delay or failure in the performance of their

respective obligations due to causes, contingencies beyond their reasonable control such as:

(a) Natural phenomena including but not limited to earthquakes, floods and epidemics.

(b) Acts of any Government authority domestic or foreign including but not limited to war declared, or undeclared.

(c) Accidents or disruptions including, but not limited to fire and explosions.

10. Mode of Communication and Service of Notice

10.1. Unless otherwise provided in the Contract any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail, postage prepaid, return receipt requested in the case of the Agency to the Department at their respective addresses and set forth above or with other addresses and to the attention of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent shall be deemed to be sufficiently served.

10.2. Any notice to the Agency if given or left in writing at their usual or last known place of abode or business shall be deemed to be duly given.

11. **Arbitration** - In case of any dispute, claims and differences arising out of or in connection with this, the matter will be referred to an

Arbitrator mutually agreeable to both parties who will be the Arbitrator and his decision will be final and binding on both the parties as per the provisions of the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be at Chennai.

12. **Indemnity** - The Agency herein shall indemnify the Department and keep always indemnified to the Department for any loss, damage, expense, costs etc., which the Department may have to incur by reason of any omission / commission, in this regard by the Agency.

13. **Miscellaneous**

13.1. The Agency shall familiarize with all terms, process, conditions, specifications and other details of the work order and shall not ignore any of those as excuse in case of complaint against rejection of images or materials.

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

13.3. The relevant Government Orders, guidelines / instructions of the ECI, CEO on tender notice and tender documents along with the enclosures, the detailed final offer of the Agency and the letter of acceptance of the tender will form part of this contract. Wherever the offer conditions furnished by the Agency are at variance with conditions of this contract or conditions stipulated in the tender document, the latter should prevail over the offer conditions furnished by the Agency.

13.4. The Chief Electoral Officer has power to amend or annul any conditions of this Agreement if it is against the interest of the Department or might likely to cause pecuniary loss to the Government or in case of subsequent changes made by the Election Commission in the guidelines / specifications.

13.5. This contract is subject to the jurisdiction of courts at Chennai only.

For and on behalf of

DEPARTMENT

AGENCY

Witness: 1

Witness: 2

Annexure-III
BANK GUARANTEE FOR SECURITY DEPOSIT
The non-judicial stamp paper should be in the name of issuing Bank

Bank Guarantee No.....

Date

To

The Chief Electoral Officer and
Principal Secretary to Government,
Public (Elections-II) Department,
Secretariat,
Chennai - 600009.

Dear Sir,

1. In consideration of the Chief Electoral Officer, Public (Elections-II) Department, Govt. of Tamil Nadu (hereinafter referred to as the bid inviting agency and purchaser) which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its Registered/Head office at (to be filled) (hereinafter referred to as the "Supplier" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Notification of award No ... dated and the same having been acknowledged by the Supplier, resulting in a Contract, bearing No..... (to be filled) dated valued at for (to be filled) (scope of Contract) and the Supplier having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs

..... (to be filled) (in words & figures).

2. We(Name & Address of Bank Branch) having its Head Office at (hereinafter referred to as “Bank”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the amounts due and payable under this guarantee without any demur, reservation, context, recourse or protest and/or without any reference to the Supplier merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of breach by the said Supplier(s) of any of the terms or conditions contained in the said Agreement or by reason of the Supplier(s)’ failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Supplier or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Purchaser discharges this guarantee.
3. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Supplier. The Purchaser shall have the fullest liberty, without

affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Supplier or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Purchaser or any other indulgences shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

4. The Bank also agrees that the Bid Inviting Agency/Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee the Purchaser may have in relation to the Supplier's liabilities.
5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
 - a. Our liability under this guarantee is restricted to Rs. (to be filled) (in words & figures).
 - b. This Bank Guarantee will be valid upto ; and

c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this day of (to be filled) 2024at(to be filled)

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Official Address)

(Designation with Bank Stamp)

Attorney as per Power of Attorney No..Dated (to be filled)

Annexure-IV

Sl. No.	Name of the District	No. of Assembly Constituencies
1	Thiruvallur	10
2	Chennai	16
3	Kancheepuram	4
4	Vellore	5
5	Krishnagiri	6
6	Dharmapuri	5
7	Tiruvannamalai	8
8	Viluppuram	7
9	Salem	11
10	Namakkal	6
11	Erode	8
12	The Nilgiris	3
13	Coimbatore	10
14	Dindigul	7
15	Karur	4
16	Tiruchirappalli	9
17	Perambalur	2
18	Cuddalore	9
19	Nagapattinam	3
20	Thiruvarur	4
21	Thanjavur	8
22	Pudukkottai	6
23	Sivaganga	4
24	Madurai	10
25	Theni	4
26	Virudhunagar	7
27	Ramanathapuram	4
28	Thoothukudi	6
29	Tirunelveli	5
30	Kanniyakumari	6
31	Ariyalur	2
32	Tiruppur	8
33	Kallakurichi	4
34	Tenkasi	5
35	Chengalpattu	7
36	Tirupathur	4
37	Ranipet	4
38	Mayiladuthurai	3
Total		234

Annexure-V

Mileage for one litre of Fuel for the following A/c Vehicles

Sl. No.	Fuel for the Vehicles provided	Plain Roads In KMs.	Ghat Roads In KMs.
1	Toyota Innova, Tavera and Xylo or equivalent (Petrol/Diesel - A/C)	10	8
2	Sedan cars like Maruti Swift Dzire, Indigo, Toyota Etios, Hyundai Accent, Tata Nexon or equivalent (Petrol – A/C)	12	9
3	Sedan cars like Maruti Swift Dzire, Indigo, Toyota Etios, Hyundai Accent, Tata Nexon or equivalent (Diesel – A/C)	14	10