

	Public (Elections) Department
	<p>e-Tender for fixing of GPS with Vehicle Tracking System in FST/ SST/ VST vehicles, EVMs / VVPATs transportation vehicles and Zonal Party Vehicles on rental basis for the General Elections to Lok Sabha, 2024</p>
	<p>Tender Document Tender Ref No.2/Ele-II/2024</p>
	O/o Chief Electoral Officer
	Public (Elections II) Department
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	Chennai-600009
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Important Notice

Applicability of Tamil Nadu Transparency in Tenders Act 1998

This Tender process will be governed by the Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000. (Website link [http://cms.tn.gov.in/sites/default/files/acts/TNTIT act Rules Amended upto 120523.pdf](http://cms.tn.gov.in/sites/default/files/acts/TNTIT_act_Rules_Amended_upto_120523.pdf)) 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

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

TABLE OF CONTENTS

Sl.No.	Description	Pages
	Part - I Tender Details	
1.	Notice Inviting Bids	5-7
2.	Tender Schedule	8-9
3.	Instructions to Bidders on Procedure for Submission of online bids	10-23
4.	Eligibility Criteria	24-26
5.	Scope of work	27-35
6.	Selection process and Instruction on Bid preparation	36-40
7.	General Terms and Conditions	41-47
8.	Release of Payment	48
9.	Annexure-I Financial Bid (BoQ)	49-50
10.	Annexure-II - Checklist for Technical Proposal	51-52
11.	Annexure-III Form of Contract	53-60
12.	Annexure-IV Format of Bank Guarantee	61-64
13.	Annexure-V Non-disclosure Agreement	65-69

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: 2/Ele-II/2024

Date: 05.01.2024

Two-envelopes unconditional online Bids are invited on e-Procurement website/portal on behalf of the Chief Electoral Officer, Tamil Nadu, for selecting the vendors for fixing of GPS with Vehicle Tracking System in FST/SST/VST vehicles, EVMs/VVPATs transportation vehicles and Zonal Party Vehicles on rental basis for the General Elections to Lok Sabha, 2024 as per the guidelines of Election Commission of India (ECI). For this purpose, Tenders are invited for the items as listed below up to 3:00 PM, 02.02.2024.

Name of Article	Specifica tions	Quantity	Vali dity Peri od of Bid	Place of Delivery
Fixing of GPS with Vehicle Tracking System in FST/SST/VST vehicles, EVMs/VVPATs transportation vehicles and Zonal Party Vehicles on rental basis for the General Elections to Lok Sabha 2024.	As mentioned in the bid/ ECI guideline s/Govern ment Letters.	As per the requirements of the AROs/AEROs /ROs/AROs/ DEOs.	180 days	Office of the AROs/AEROs /ROs/ AROs/ DEOs of the State.

1. Price and/or purchase preference as per Instructions to Bidders shall be admissible in the evaluation and award of Contract.
2. The bid is for a Rate Contract for short-listing of suppliers for the above mentioned items.
3. The Bidders may enclose the specifications, catalogue, and other product characteristics offered. They shall also include details on their backup services offered, warranties, etc.
4. 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>.
5. Bids, electronically signed on all pages (as mentioned in the bid document) and serially numbered, should be submitted electronically on <https://tntenders.gov.in> by following the electronic Bid submission procedure as specified on the portal.

No bidder can submit their bids after 3:00 P.M. on 02.02.2024, 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 02.02.2024 at 4:00 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 fill all the columns without fail; otherwise the bid will be summarily rejected.
11. 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.2/Ele-II/2024, Dated.05.01.2024
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 4019 e-mail: sec2.pelecd@tn.gov.in Websites: https://tntenders.gov.in & www.elections.tn.gov.in
3)	Name of the work	e-Tender for fixing of GPS with Vehicle Tracking System in FST/SST/VST vehicles, EVMs/VVPATs transportation vehicles and Zonal Party Vehicles on rental basis for the General Elections to Lok Sabha, 2024
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/- (Rupees Five Lakh only) should be paid only online module through https://tntenders.gov.in .

6)	Last date for submission of pre-Bid queries	Up to 05:00 p.m. on 22.01.2024. 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 24.01.2024 in the website https://tntenders.gov.in .
7)	Tender submission	On 02.02.2024 @ 3.00 PM through https://tntenders.gov.in .
8)	Date Opening of Technical Bids (For initial Scrutiny).	On 02.02.2024 @ 4.00 PM.
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 e-mail : sec2.pelecd@tn.gov.in Websites: https://tntenders.gov.in & www.elections.tn.gov.in

Additional Chief Electoral Officer &
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</p>

	<p>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 style="text-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</p>

	<p>active tenders by several 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</p>

	<p>be binding upon the participating bidders of this RFP.</p> <p>ii) 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>iii) 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>
2.1 Maximum Bids submitted	A Bidder shall upload a (BOQ) according to their eligibility.
2.2 Bid Validity	Indicates the period for which the Bidder's Bid must remain valid after the submission date.
2.3 Consortium	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
3. Clarification and Amendment of RFP Document	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.

	<p>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. Any such conditional financial bid shall be summarily rejected.</p> <p>iii. The Financial Proposal/ Commercial bid format is</p>

	<p>also provided as BOQ_XXXX.xls along with this tender document at https://tntenders.gov.in</p> <p>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 prevailing rates.</p> <p>ii. Bidders shall provide the price of their services in Indian Rupees and up to three decimal places (for example: Rs.00.000)</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 from, as the case may be, in accordance with General Conditions of Contract (GCC) hereof.</p>
<p>6. Earnest Money Deposit</p>	<p>i. Earnest money deposit of</p>

<p>(EMD)</p>	<p>Rs.5.00 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 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> <ul style="list-style-type: none"> i. If the Bidder withdraws his

	<p>bid during the validity period or any extension agreed by the Bidder thereof.</p> <p>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.</p> <p>iii. If the Bidder tries to influence the evaluation process.</p> <p>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>
<p>7. Tender Fees</p>	<p>The tender documents can be downloaded from the websites https://tntenders.gov.in and https://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</p>

	<p>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 II.</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</p>

	<p>extension to this date by the purchaser any bid received by the Purchaser after the deadline for submission shall not be considered.</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 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,</p>

	<p>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 related thereto, when sought;</p> <p>vi) Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;</p>
<p>13. Award of Contract</p>	<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</p>

	<p>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 supply the required materials as requested by the AROs/AEROs/ROs/EROs/DEOs depending upon the requirements.</p>
<p>14. Termination of Contract</p>	<p>Notwithstanding the duration of the contract/ allocation of volume 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</p>

	<p>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>
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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	Bidder should be a Company registered in India under the Companies Act 1956.	Copy of the Certificate of incorporation / Certificate should be submitted.
2	Bidder should have been in the Information Technology / IT enabled services for the last 3 Years as on 31/03/2023	Copy of the work order dated on or after 01.01.2020 obtained from the customer, or agreement signed on or after 01.01.2020 with the customer for any IT Services should be submitted.
3	a) Bidder should have an average annual turnover of Rs.2 Crore in the last three audited financial years (2020-21, 2021-22 & 2022-23).	a) Copies of the Audited balance sheet for the last 3 financial years should be submitted (2020-21, 2021-22 & 2022-23). b) Certificate from the Chartered Accountant should be enclosed for the last three financial years of (2020-21, 2021-22 & 2022-23)
4	Bidder should have executed work orders, for having experience in rendering similar services in any	Copy of the Work order or Purchase order / Agreements / Completion Certificates from the customers should

	Government organisation / Government undertaking / PSU for a total value of Rs.1 Crore during any one of the previous three financial years (2020-21, 2021-22 & 2022-23)	be submitted.
5	Bidder should have executed minimum 2 work orders rendering similar services during any one of the previous three financial years (2020-21, 2021-22 & 2022-23) in which one project must have been executed for any State by following Election Commission of India norms	Copy of the Work order or Purchase order / Agreements / Completion Certificates from the customer's should be submitted.
6	The Bidder should have valid Certificate of ISO 9000 series certification or higher	Valid copy of Certificate should be enclosed.
7	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 Tamil Nadu within 15 days of signing the agreement should be submitted	Should be submitted
8	The Bidder should not have been	Self-declaration Certificate should be

	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).	submitted
9	The Bidder will be required to demonstrate the software and GPS device.	GPS device and Software capabilities have to be demonstrated as per the scope of this tender.
10	The bidder should have been registered for Goods and Services Tax.	The bidder should enclose the Registration Certificate for Goods and Services Tax (GST) and also submit GST Annual Return Form (Form-9) for the two financial years. (2020-21 and 2021-22) and also submit GSTR- 3b for the last 6 months (June 2023 to November 2023).

5. Scope of Work

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

During the General Elections to Lok Sabha 2024, 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 (702 vehicles approx) on the day of announcement of elections by the Election Commission of India.

II. Fixing of GPS with Vehicle Tracking System in the vehicle of Flying Squad, Static Surveillance Teams, Video Surveillance Team (24 hour (on day) basis in 3 Shifts) and 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 & Video 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 (702 +702 vehicles approx) on the day of announcement of elections by the Election Commission of India.

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

During the General Elections to Lok Sabha 2024, The end -to-end movement of all EVMs and VVPATs on the pre-poll days and the poll day (including reserve EVMS and VVPATs shall be carefully monitored at all times, for which all Polling Parties/ Sector Officers (Zonal Party) vehicles shall mandatorily be fitted with GPS Tracking

The vendor should fix the GPS devices & Tracking System in the Zonal Party vehicles (Sector Officers) (6500 vehicles approx) on the pre poll and poll day.

V. The Successful bidder should provide a web portal with dashboard to monitor the vehicles fixed with GPS as detailed below

VI. The Successful bidder should provide a mobile app with the features / functions as described below

VII. The vendor should install display devices to monitor the vehicles from centralized GPS Control Room & Help Desk in CEO's office (with 13 seater) and in all office of DEO's 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 2024, provide Web based Vehicle Tracking Management System with dashboard and reports, mobile app and setting up of Control Room 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) Supply / Provision of a mobile app for the officials to monitor / track / manage the fleet of vehicles by displaying the real time location and distance travelled for each vehicle on geo locating maps, on a real time basis.

f) Mobile app must be made available for both Android and IOS services.

g) 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.

h) Both web based software as well as the mobile app should support role based access for the users, data must be filtered base on the jurisdiction the user is associated with. Example : An election officer of a particular assembly should not be allowed to see vehicles from other assemblies.

i) The web-based software should be real time application and accessible from anyplace using an Internet connection.

j) The tracking System installed on the vehicle should be portable and easy to set-up with a minimum training.

k) The bidder shall provide adequate training to Election Department officials on the usage of vehicle tracking System and management.

l) 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.

m) 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.

n) Each vehicle should be identified by a predefined code with the name of the jurisdiction, web based software should provide a search function based on this pre-defined code

o) The web-based software should automatically refresh the tracking information at regular intervals.

p) The web-based software should have name and contact details of the officials who are assigned to the vehicle on all 3 shifts and system must have option to send notification to the officials as and when required

q) Web-based software should have option to play back, fast forward the vehicle movement for any date & time period of any vehicle from the date of installation till the date of removal

r) The web-based software must have the option to load the District Assembly boundaries. The boundaries and the polling booth data must be made available as an additional layer on the Map being used.

s) Any vehicle travelling outside its jurisdiction must be flagged and notified.

t) System must have option to provide the SMS, email and push notifications.

u) System must notify the official on the following circumstances and should also be able to provide any such

notifications if required.

1. When the FST / SST/VST vehicles is stationary for more than 30 mins

2. When the FST/SST/VST vehicles travels outside its jurisdiction (PC/Assembly/District , etc.,)

3. When the group of FST / SST/VST vehicles spotted in a close proximity for a specified duration.

v) 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.

w) 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.

x) 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.

y) 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.

z) 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 and ensure that the server & data resides within India

aa) The successful bidder should provide the detailed server deployment plan explaining the high availability of their server infrastructure.

bb) The Successful bidder shall provide 10% GPS Devices for the vehicles in addition to the actual requirement to replace the faulty devices immediately.

cc) 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.

dd) Supply and Provision of 42" LED screens at 38 locations (approx..) provided by Election Department to monitor the vehicles being tracked.

ee) Control Room & Help Desk have to be setup in every O/o DEO's and O/o CEO, Chennai.

ff) The operators placed at O/o CEO (with 13 seater) have to monitor & reach out to the stationary vehicles and make sure that the FST on surveillance must be on move always.

gg) All VTS Control Rooms must be equipped with required internet facilities for the operators to work.

hh) Centralized VTS Control Room at O/o CEO must have a leased line internet and ensure 24 x 7 internet connectivity.

ii) Supply and provision of tracking System in all vehicles.

jj) 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.

kk) Mobile app must have OTP based authentication to make sure that the app is used by the authorized officers only.

ll) Mobile app must have provision to capture the seizure goods at the field level, officers should be able to capture the type of seizure, value of the goods, etc., and the app must take the geolocation data (latitude/longitude) of the seizure and store the address of the seizure location.

mm) The web based software should provide a Dashboard with summary of vehicles for each status, seizure data, etc.,

nn) The web based software should provide MIS reports for the use of the Election Commission, data must be filtered on the user role and jurisdiction the user is associated with. The indicate 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. Reports on SLAs (abstract reports, detailed reports, etc.,)
4. Report on seizure details
5. Other reports as and when sought by ECI / Election Department.

oo) The successful bidder will be required to deploy the solution and make it functional immediately after getting the work

order

5.5 Period of Contract (Tenure) - The period of rate contract will be One year from the date of signing of 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>.
- 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 CEO Office

When necessary, CEO office deemed 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, CEO office may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder fails to comply with the requirements of CEO office as stated above, such Bids may at the discretion of CEO office, be rejected as technically non-responsive.

If The Bidder failed to upload the documents if any 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 CEO OFFICE, CEO OFFICE shall have the right to reject the Bid and if after selection, CEO OFFICE 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 CEO OFFICE shall have the right to seek the correct facts and figures or reject such Bids.

It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, CEO OFFICE 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. The tender evaluation committee will scrutinise

whether the documents are differently signed, 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 number and the registered e-Mail ID. The Financial Bids will be opened in the presence of the technically qualified Bidders by the Tender Evaluation Committee who choose to be present at CEO OFFICE.

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

Partial bid is not allowed. Failure to, submit the offer or partial offer will be liable for rejection of the bid itself.

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

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. 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 the vendor's work capacity is below par to the level of expectancy, the CEO reserves the right to re-allot the work as per the Rule 31(1) of Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time
- 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.

6.5.6 Negotiations

Negotiations will be conducted with Successful L1 Bidder for 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 fixing of GPS with Vehicle Tracking System in FST/SST/VST vehicles, EVMs/VVPATs transportation vehicles and Zonal Party Vehicles on rental basis for the General Elections to Lok Sabha, 2024 are as follows:-

7.1 The tender document can be downloaded from the websites at free of cost viz., <https://tntenders.gov.in> and www.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 22.01.2024. The replies to the queries will be uploaded in <https://tntenders.gov.in> by 05:00 P.M. on 24.01.2024.

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 The Tender Accepting Authority Reserves the Right to:

7.4.1 Reject any or all the tenders without assigning any reason thereof.

7.4.2 Revise or amend specifications, before the last day of submission of bid.

7.4.3 Relax, waive or modify any of the conditions stipulated in the specification wherever deemed necessary.

7.4.4 If any changes in conditions are made, they shall be made at least 48 hours before the last date and time of submission of bids, and shall be posted on the websites <https://tntenders.gov.in>. In no case individual communication would be sent to the potential bidder regarding such changes and it would be the bidder's responsibility to visit the website and take note of changes, if any.

7.5 Acceptance / Withdrawal

7.5.1 The final acceptance of the tender would be entirely vested with the Tender Accepting Authority (Chief Electoral Officer, Tamil Nadu) who reserves the right to accept or reject any tender, without assigning any reason whatsoever. There is no obligation on the part of the Public (Elections-II) Department to communicate in any way with the rejected Bidders.

7.5.2 After acceptance of the tender by the Tender Accepting Authority, the Bidder shall have no right to withdraw the tender or claim a higher rate for any activity.

7.5.3 Tender with incomplete information is liable for rejection.

7.5.4 For each category of pre-qualification criteria, documentary evidence is to be produced duly attested by the Agency, serially numbered and enclosed with the technical bid.

7.5.5 The Agency should possess minimum infrastructure (equipment, skilled manpower) to take up the work for which evidence should be furnished in the Technical Bid.

7.6 Security Deposit

- 7.6.1 The successful Bidder will be required to remit Security Deposit equivalent to 1% of the total accepted tender value inclusive of EMD within seven days from the date of intimation, in the form of bank Guarantee for the validity period of one year.
- 7.6.2 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.
- 7.6.3 The successful bidder should sign an agreement only on fulfillment of the above condition.
- 7.6.4 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.
- 7.6.5 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.

7.7 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.

7.8 Agreement

7.8.1 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-III 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.

7.8.2 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.

7.9 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.

7.10 Penalty and Termination for Non-fulfillment of contract

100% Server uptime of service to be provided by the vendor and also should provide detailed action plan for ensuring 100% server availability & scalability - if require of server infrastructure.

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 hours and above	100%

As covered in the scope of work, the bidder should provide a software for measuring the above SLA parameter along with the MIS report / Dash board.

7.11 Responsibilities of the successful Bidder :

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.

7.12 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.

7.13 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 (as per Annexure-III).
- ii) Signing of Non-Disclosure Agreement as per Annexure –V.
- iii) Submission of an irrevocable Bank Guarantee as of specified to the Client in the format (as per Annexure-IV).
- iv) The Payment will be made after the completion of work
- v) No advance Payment will be made

After the completion of work, the Public (Elections-II) Department will release the payment to the vendor concerned, after due scrutiny of the records.

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

Annexure - I

Financial Bid (BOQ)

(Bid Document for fixing of GPS with Vehicle Tracking System)

e-Tender for fixing of GPS with Vehicle Tracking System in FST/SST//VST/ EVMs/VVPATs transportation vehicles and Zonal Party Vehicles on rental basis for the General Elections to Lok Sabha, 2024.

Sl. No.	Item Description	(Nos.)	Unit Rate (Rs.)	Total Amount
A	B	C	D	E
1	GPS Tracker Devices inside the Vehicles of the Flying Squad Team (FST), Static Surveillance System (SST) and Video Surveillance Team (VST) for the GELS 2024 from the Notification Date to End of Poll day.	1700		
2	GPS Tracker Devices inside the Vehicles of the Sector Officers (Zonal Party) for Poll day (Installed P-3 days) and dismantling the GPS after reaching the Reception centre	6500		
3	GPS Tracker Devices inside the Vehicles of the Polling Party and EVM Despatching for Poll day (Installed P-3 days) and dismantling the GPS after reaching the Reception centre	6500		
4	Setting up of Control Room and Help Desk including all items at DEO Level (42" LED TV, Manpower and required accessories etc.,)	38		
5	Setting up of Control Room and Help Desk (13 seater) including all items at CEO Level (13 Nos. of 42" LED TV, Manpower and required accessories etc.,)	1		

6	Installation, Commissioning, and Configuration of GPS Tracker Devices inside the Vehicles and their integration with VTS Software (Web and Mobile Application) including Delivery of VTS Software (Web Application, Mobile Application, and Hosting of VTS Software) and Help Desk Support	1		
	Grand Total			

Note:

- 1) The Total amount (BA20) 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 in BOQ Excel file against each item. Bids with blank columns are liable for rejection.
- 4) Bidders should quote for all the items in the Package.
- 5) 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.

ANNEXURE-II

Checklist for Technical Proposal

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

No	Description	Document submitted Yes / No
1	Tender document along with the reply to the queries uploaded, the corrigendum issued if any, should be digital signed on all pages and uploaded. In addition to this, a Letter Authorization should be attached.	
2	The Bidder should be a Company registered in India under the Companies Act 1956	
3	Bidder average annual turnover for the Last 3 Years (2020-21, 2021-22 & 2022-23)	
4	Copy of Purchase /Work orders or agreements received on or after 01.01.2020 / Completion Certificate.	
5	Copy of the valid Certificate of ISO 9000 series certification of Higher	

6	Copy of the Rental agreement of Landline telephone bills (or) Of the Bidder is not having an office in Chennai. A necessary Undertaking letter open the office in Chennai within 15 Days.	
7	Self -Declaration certificate of not being black listed.	
8	Report on the Architecture design of the Network and the plan of execution of the Project.	
9	Technical Specifications Compliance Statement.	
10	Registration Certificate for Goods and Services Tax(GST),GST Annual Return form (Form-9) for two financial years .(2021-21 and 2021-22) and GSTR-3b for the last 6 months (June 2023 to Nov 2023)	

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

Date:

Place:

ANNEXURE-III
FORM OF CONTRACT

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

This Contract entered into this..... day ofat Chennai between the Chief Electoral Officer and the Principal 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 e-tenders for Vehicle Tracking System in FST/SST//VST vehicles, EVMs/VVPATs transportation vehicles and Zonal Party Vehicles on rental basis 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 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 Vehicle Tracking

System in FST/SST/VST vehicles, EVMs/VVPATs transportation vehicles and Zonal Party Vehicles on rental basis for the General Elections to Lok Sabha 2024, 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. Rates, Advance Payment and Security Deposit, etc.

3.1. The Agency shall carry out the activities of Vehicle Tracking System in FST/SST/VST vehicles, EVMs/VVPATs transportation vehicles and Zonal Party Vehicles on rental basis for the General Elections to Lok Sabha, 2024 at the rates settled for the different activities as set out in the annexure to this contract which will form the part of this Contract. These rates are firm and are not subject to enhancement on any ground, during the contract period. The Agency shall not claim in any manner increased payment either on account of increase in the cost of materials or labor or any other account during the said period.

3.2. 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.

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

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

3.5. 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. by the way of submitting Bank Guarantee for the validity period of two years. The Security Deposit furnished by the Agency shall be returned on termination of contract period subject to the specification of the Client.

4. Equipments

4.1. 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.

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

4.3. 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 regarding fixing of GPS with Vehicle Tracking System in FST/SST/VST vehicles, EVMs/VVPATs transportation vehicles and Zonal Party Vehicles on rental basis for the General Elections to Lok Sabha, 2024 and shall take an All Risk Policy from Insurance Company.

5. Manpower

5.1. The bio-data of all the persons employed by the Agency shall be made available to the respective DEO(s) for reference.

5.2. The Agency shall furnish to the CEO and the DEOs concerned specifically the details including their qualification and experience of the senior level officers entrusted with the management of the project and for

interaction with the CEO's office / DEOs for policy and operational decisions.

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

5.4. Boarding, lodging, incidental expenses, medical expenses, etc. for the Agency's manpower shall be borne by the Agency.

5.5. 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. Deliverables

6.1. 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.

6.2. 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.

6.3. 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.

7. Penal clauses

7.1. The Agency shall be held responsible for defective materials, etc., and payment shall not be made for such defective materials.

7.2. 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.

7.3. 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.

7.4. 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:

7.5. The Agency does not possess adequate facilities and has not provided the necessary infrastructure (equipment, manpower 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 manpower inadequate or not well trained/ skilled to produce quality output as per the tender specifications,

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

7.7. If any wrong claim is preferred for payment.

7.8. 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.

8. **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.

9. **Mode of Communication and Service of Notice**

9.1. 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.

9.2. 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.

10. **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.

11. **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.

12. **Miscellaneous**

12.1. 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.

12.2. 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.

12.3. 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.

12.4. 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.

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

For and on behalf of

DEPARTMENT

AGENCY

Witness: 1

Witness: 2

Annexure-IV

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

Ref.....

Bank Guarantee No.....

Date

To

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

Dear Sir,

1. In consideration of the Public (Elections) Department, Govt. of Tamil Nadu, Chief Electoral Officer, 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 the „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 not withstanding 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) 2024 at
.....(to be filled)

WITNESS

(Signature)

(Signature)

(Name)

(Name)

(Official Address)
Stamp)

(Designation with Bank

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

Annexure-V

NON-DISCLOSURE AGREEMENT

And

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this “Agreement”) is made

between

AGREEMENT BY AND BETWEEN

- (1) (to be filled) a registered company validly organized and existing under the laws of India and having its registered office at (Here in after “ (to be filled)”).

And

- (2) **Public (Elections) Department, Government of Tamil Nadu, Secretariat, Chennai-600 009.**

1. **Purpose:** (to be filled) and **Public (Elections) Department** wish to explore a business opportunity of mutual interest and in connection with this opportunity, one party may disclose (the “Disclosing Party”) to the other party (the “Receiving Party”) certain

confidential technical and business information, which the Disclosing Party desires the Receiving Party to treat as confidential.

2. **“Confidential Information:”** means any information disclosed to the Receiving Party by the Disclosing Party, directly or indirectly, whether in writing (written, generated/stored on magnetic digital, photographic or other media), orally or by inspection, including without limitation, the Disclosing Party’s computer software, technology, documents, prototypes, samples, manuals, drawings, diagrams, reports, research and development, techniques, methodologies, applications for particular systems or programs, vendor names, customer lists, names of suppliers or business prospects, information systems, sales and marketing plans, financial information and results, business plans, strategic or financing transactions, projections (financial or otherwise), and channels of distribution, and which is designated by the Disclosing Party as “Confidential,” “Proprietary” or with some other similar designation. Confidential Information shall not, however, include any information which the Receiving Party can establish (i) was publicly known and generally available in the public domain prior to the time of disclosure to the Receiving Party as evidenced by prior written records or other tangible documents in the Receiving Party’s possession; (ii) becomes publicly known and generally available after disclosure to the Receiving Party through no wrongful act of the Receiving Party or any other party; (iii) was already in the possession of the Receiving Party, without confidentiality restrictions, at the time of disclosure by the

Disclosing Party as evidenced by prior written records or other tangible documents in the Receiving Party's possession; or (iv) the disclosure of which is required by mandatory law.

3. **Non-Use and Non-Disclosure:** The Receiving Party agrees not to use any of the Disclosing Party's Confidential Information for any purpose except to evaluate and engage in discussions concerning a potential business relationship between **Public (Elections) Department** and (to be filled). The Receiving Party agrees not to disclose any of the Disclosing Party's confidential information to third parties or to employees of the Receiving Party, except to those employees who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship between (to be filled) and **Public (Elections) Department**. The Receiving Party shall not reverse engineer any prototypes or other tangible objects which embody the Disclosing Party's Confidential Information.
4. **Maintenance of Confidentiality:** The Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid unauthorized disclosure and use of the Disclosing Party's Confidential Information. Without limiting the generality of the foregoing, the Receiving Party shall take at least those measures that it takes to protect its own most highly confidential information and shall have its employees who have access to the Disclosing Party's Confidential Information sign a non-use and non-disclosure agreement in content

substantially similar to the provisions hereof, prior to any disclosure of such Confidential Information to such employees. The Receiving Party shall not make any copies of the Disclosing Party's Confidential Information unless the same are previously approved in writing by the Disclosing Party. The Receiving Party shall reproduce the Disclosing Party's proprietary rights notices on any such approved copies, in the same manner in which such notices were set forth in or on the original. The Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Disclosing Party's Confidential Information.

5. **No Obligation**: Anything herein shall obligate or **Public (Elections) Department** to precede with any transaction between them, and each party reserve the right, in its sole discretion, to terminate the discussions contemplated by this Agreement concerning the business opportunity. Upon the request of the Disclosing Party, the Receiving Party will promptly return all documents in its possession that contain the Disclosing Party's Confidential Information.
6. **No Warranty**: All confidential information is provided "AS IS". Neither party makes any warranties, express, implied or otherwise, regarding its accuracy, completeness or performance.
7. **Ownership**: All Confidential Information disclosed by the Disclosing Party is and shall remain the sole property of the Disclosing Party. Nothing in this Agreement is intended to grant any rights to the Receiving Party under any patent, trademark, mask work right or copyright of the Disclosing Party included in the Disclosing Party's

Confidential Information, nor shall this Agreement grant the Receiving Party any rights in or to the Disclosing Party's Confidential Information.

8. **Survival:** This Agreement shall survive with respect to each piece of Confidential Information disclosed by the Disclosing Party hereunder until such time as such Confidential Information loses its confidentiality pursuant to Section 2(i), 2(ii), 2(iii) or 2(iv) hereof.
9. **Remedies:** Each party agrees that any violation or threatened violation of this Agreement will cause irreparable injury to the Disclosing Party, entitling the Disclosing Party to obtain injunctive relief in addition to all other legal remedies.
10. **Miscellaneous:** This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the state of Tamil Nadu, INDIA, without reference to conflict of laws principles of any jurisdiction. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, except by a writing signed by both parties hereto. This Agreement may be executed in counterparts, all of which together, when executed and delivered, shall constitute one and the same instrument.

Place/Date: _____ __/__/____ Place/Date: _____ __/__/____

Name: _____ Name: _____

Signature: _____

Signature: _____