

**OFFICE OF THE
CHIEF ELECTORAL OFFICER, MANIPUR**

TENDER DOCUMENT FOR TRANSPORTATION OF EVMs: THE TENDER IS INVITED UNDER TWO BID SYSTEM i.e. TECHNICAL BID AND FINANCIAL BID

Last Date for submission of Tender is 04-04-2016 up to 12:00P.M

Terms and Conditions:

Condition No. 1

Technical Bid --Form-A & Form-1 should be filled up in all Financial Bid --Form--B should be filled up in all respect. Incomplete tender form shall be summarily rejected. The Financial Bid of the bidder will be considered / opened only if the bidder qualifies and fulfils all requisite conditions given in Form -' A' (Technical Bid) along with 'Form-1' and attaches all requisite documents listed in 'Condition No.18'. The bidder or their authorized representative may also participate at the time of opening of Technical Bid & Financial Bid.

Condition No. 2

EMD: Original EMD of Rs.1,00,000.00 shall have to be submitted in physical form in sealed envelope latest by 28/03/2016 up to 02:00 P.M. at Chief Secretary (Election/Chief Electoral Officer, Manipur old Secretariat, Imphal in the form of DO/Pay Order drawn on any nationalized bank and payable at Imphal in favour of Joint Chief Electoral Officer, Manipur. Tender bid received without EMD or EMD for lesser amount will be summarily rejected. The earnest money will be liable to be forfeited if the tender withdraws, amends, impairs or derogates from the tender in any respect within the period of validity of their tender. Any bid with any kind of condition shall not be considered and shall be liable to be summarily rejected.

Condition No. 3

The tentative number of EVMs is

- (i) Ballot Unit (BUs) = 3596.
- (ii) Control Unit (CUs) = 3579.

Condition No. 4

The transporter must quote the rates transportation separately, in Indian currency (Rupees) in figure as well as in words. The rates quoted shall be valid for a period of 12 months from the date of acceptance of the tender and may be extendable, if required, by mutual agreement. The rate quoted should be inclusive of all Taxes and levies.

Condition No. 5

The tenderer must have capacity/ sufficient capability to carry out the work. The tenderer will not be allowed to delegate/transfer/ assign the contract or any part thereof to some other party.

Condition No. 6

The transporter should be able to reach the destination with 21 (twenty one) days from the date of transportation. The contractor shall be liable to pay a fine of Rupees Ten Thousand per day for each day of delay to the Chief Electoral Officer, Manipur.

Also, the transporter shall have to ensure the secrecy, security & prevention of misuse of EVMs given to him for transportation. In case of any breach of security of data, or its misuse, would invite severe punitive action, including both, civil & criminal prosecution, as per law, including blacklisting.

Condition No. 7

The tenderer who is allotted the work of transport shall have to deposit a **Performance Security Deposit equivalent to 10% of the value of work allotted** in the form of a Bank Guarantee/Fixed Deposit in a Bank in the name of the Joint Chief Electoral Officer, Manipur. In case of failure on the part of contractor to execute the work as per terms & conditions and to the full satisfaction of the Chief Electoral Officer, Manipur, the Performance Security Deposit furnished by him shall be forfeited to the Government. Besides it, firm may also be blacklisted.

Condition No. 8

The Chief Electoral Officer, Manipur reserves the right to inspect vehicles/units where the transportation is executed either by herself/himself or any other officer(s) authorized by her/him, to ensure the job is being executed as per the stipulated time schedule and to her/his satisfaction.

Condition No. 9

Payments to the transportation agency/contractor will be made by the Chief Electoral Officer, Manipur after the completion of transport to the full satisfaction of the CEO as per the agreement.. Any tender bid with any condition with regard to advance payment at the time of delivery of sets shall not be considered.

Condition No. 10

The tenderer shall enclose with the Technical Bid, self-attested photocopy of his **TIN/Sales/Service Tax registration certificate** issued from the office of the Commissioner, VAT/Sales Tax of Manipur or States concerned having due validity. Copy of **PAN/GIR No.** issued by the Income Tax Department should also be submitted along with copies of Income Tax Returns & Balance Sheet of the Firm/ Company of last three assessment years. The bidder should have completed 3 works or more of similar nature, each having value of Rs.25 lacs or above, during the last three years. The copy of Work Orders and the Completion Certificate of work/ order be added in support of their claim. The bidder should also furnish a "Declaration" that the Firm/Company has not been blacklisted by any government department on non-judicial stamp paper of the value of Rs.10/-.

Condition No. 11

The Chief Electoral Officer, Manipur reserves the right to accept or reject one or all the tenders or accept any tender in part, without assigning any reason thereof.

Condition No. 12

The Chief Electoral Officer, Manipur also reserves the right to make panel of agencies at the approved and accepted lowest (L-1) rates. The Chief Electoral Officer, Manipur also reserves the right to award work to more than one tenderer at the approved and accepted rate.

Condition No. 13

The successful bidder will have to sign an agreement with the CEO or with any other officer authorized by him before the execution of the work and within seven working days of offer for award of work.

Condition No. 14

That all disputes & differences arising out of this job/concerning this indenture, except those decision whereof is otherwise herein before provided for, shall be referred to the sole arbitration of any person appointed by the Chief Secretary, Manipur.

There will be no objection to any such appointment that the arbitrator is a Government servant that he had to deal with the matter to which this indenture related & that in the course of his duties as such Government Servant, he has expressed views on all or any of the matters in dispute of differences. The award of the arbitrator so appointed shall be final & binding on the parties to this contract.

Condition No. 15

List of Documents required to be submitted by the bidder:-

- a) EMD details.
- b) Performance Certificates from the Organizations/ agencies who have awarded similar contracts.
- c) Copies of Tin/Sales Tax/ Service Tax registration certificate.
- d) Copies of PAN/GIR along with ITR & Balance Sheet of last 3 years.
- e) Address (es) of the premises where the job is to be executed.
- f) Undertaking on non-judicial Rs.10/- Stamp Paper by the bidder that the firm is not blacklisted by any Government/Government agency till date.
- g) Proof of ownership of transport firm.

Signature and Seal of Tenderer

AGREEMENT

This agreement is made & entered into at Imphal, this day of
Between.....(hereinafter called the Contractor), which expression shall unless excluded by or repugnant to the context, to be deemed to include their heirs, successors, representatives, administrators, executors & assigns & having its registered office at -----acting through its Proprietor/Partner/Director (Sh./Smt./Ms.....of the one part & the Chief Electoral Officer and Chief Secretary (Election), Government of Manipur which expression shall unless excluded by or repugnant to the contest be deemed to include his successor in office & assignees of the second part.

Whereas the Contractor has agreed to undertake the work of transportation of EVMs from the Kangla Fort, Manipur on the terms & conditions hereinafter appearing.

1. RATES

That the rates for 10 wheeler truck for transportation, as per specific requirement of CEO of all after receipt of the same within 21 (twenty one) days subject to the following conditions:-

- a) EVMs from Kangla Fort, Manipur and reached the destination, Electronics Corporation of India Pvt. Ltd (ECIL), Hyderabad should reach within 21 (twenty one) days.
- b) That the rates quoted shall be valid for a period of 12 months from the date of acceptance of the tender and may be extendable, if required, by mutual agreement. The rate quoted should be inclusive of all Taxes and levies.

2. That the work of transportation of EVMs shall have to be completed in all respects within stipulated time, failing which the firm shall be liable to pay a fine of Rs. 10,000/- per day for each day of default to the Chief Electoral Officer, Manipur

3. That the Contractor shall furnish 10% of estimated cost of work as performance security in the shape of Bank Guarantee/Demand Draft/ Fixed Deposit of any Nationalized Bank in favour of Chief Electoral Officer, Manipur within 7 days from the issue of offer for award of work failing which the Earnest Money shall be forfeited to the Government & the contract awarded to any other firm. The Performance security should be valid 60 days beyond the completion of the contract.

4. That in no case the job of transportation shall be done at the premises other than those declared by the Contractor. In case any information furnished by the Contractor proves to be false, his/their contract shall be liable to be terminated & the work if allotted shall be withdrawn & no payment shall be made.

6. The firm/ agency must have capacity/ sufficient capability to carry out the work. The Contractor will not be allowed to delegate/transfer/ assign the contract or any part thereof to some other party.

7. That TDS of all payments made to the Contractor shall be deducted at source as per rules.

8. That after the work has been completed, the bill in triplicate, prepared on the basis of the accepted rate shall be submitted by the Contractor, along with certificate from the Chief Electoral Officer, Manipur or any other such officer(s) authorized by him to make the payment.

9. That the payments to the transporting agency/contractor will be made by the CEO, Manipur after the completion of work of printing to the full satisfaction of the CEO, Manipur as per the agreement within 45 days after receipt of the invoice after due verification. Any tender bid with any condition with regard to advance payment at the time of delivery of sets shall not be considered.

10. That the performance security deposit shall be refunded only after transportation of EVMs is approved & the final payment is made to the Contractor.

11. That the Stamp Duty payable under the law & in respect of this agreement shall be borne by the Contractor.

12. That the Chief Electoral Officer, Manipur reserves the right to allot any quantity of work to any other Contractor(s) in the interest of the work. The quantity of work allotted can also be increased or decreased by the office as per progress shown by the Contractor & decision of the Chief Electoral Officer in this regard shall be final & binding upon the parties.

13. The Chief Electoral Officer, Manipur reserves the right to make a panel of agencies/ firms at the approved and accepted rates and to distribute the work of transportation of EVMs equally to each firm/ agency.

14. REPORTS

That the Contractor shall submit daily reports to the Chief Electoral Officer or any other officials deputed by him to inspect all such premises where the work is being carried out at all reasonable times, & shall give all possible assistance & information as may be required by him in connection with the contract.

17. SAFE CUSTODY

That the Contractor shall be responsible for the safe custody of the EVMs

18. SECRECY

That the Contractor shall take every care to see that the work or any part thereof does not fall into unauthorized hands and shall take all reasonable steps to protect the confidentiality of all information made available to him. Any breach of security of data, or its misuse, would invite severe punitive action, including both civil and criminal prosecution against the Contractor.

19. IN SOLVENCY

That in the event of the Contractor being adjudged insolvent (or in the case of company passing any resolution or making any order for winding up, whether voluntary or otherwise) or in the event of the contractor failing to comply with any of the conditions herein specified, the CHIEF ELECTORAL OFFICER, MANIPUR, shall have the power to terminate the contract without any notice and without obligation.

20. IN THE EVENT OF THE CONTRACTOR FAILING.

i) To observe or perform any of the conditions of the work as set out herein, or execute the work in good & workman like manner to the satisfaction, or and/or by the time fixed by the Chief Electoral Officer, it shall be lawful for the Chief Electoral Officer in his discretion, in the former event, to remove or withdraw any part of the work until such time as he is satisfied that the Contractor is unable to do & will not duly observe the said conditions & in the later event to reject or remove as the case may require any work & in both or either of the event aforesaid, to make such arrangement as he may think fit for re-production of the work so removed or work in lieu of that rejected or work so removed aforesaid through any other Contractor at the cost on & risk of the Contractor.

ii) That provided that if in either event any excess cost be incurred by reasons of difference between the cost & the accepted rates (to be certified by the Chief Electoral Officer whose certificate shall be final), the Chief Electoral Officer may charge the amount of such excess cost to the Contractor & the same may at any time be deducted from the dues of the Contractor or his security deposit or failing which may be recovered as arrears of land revenue.

iii) That in the event of discovery of error or defect due to the fault of the Contractor, he shall be bound if called upon to do so, to rectify such error/defect at his own costs to the satisfaction or/and within the time fixed by the Chief Electoral Officer, in the event of failure on the part of the Contractor to do so, the Chief Electoral Officer reserves the right to recover the costs from the dues of the Contractor or by forfeiting the security deposit or a percentage, thereof deposited by the Contractor.

iv) That the powers of the Chief Electoral Officer under these conditions shall in no way effect or prejudice the powers in certain event to terminate the contract vested in him as there in provided or to forfeit the deposit.

21. That in case the Contractor is found to have been black-listed by any authority under the Government of India, his contract shall be rejected. If such fact comes to this office's notice after execution of this contract, the contract shall be cancelled forthwith & work allotted withdrawn. The Contractor shall be liable to face any loss or damage on this account himself & this office will not entertain any claim/right for contract or payments or loss or damages from the Contractor.

22. CIRCUMSTANCES BEYOND CONTROL

That in case of fire accident or natural calamities or circumstances beyond the control of Contractor, the decision of the Chief Electoral Officer, Manipur under the circumstances shall be final.

23. ARBITRATION CLAUSE

That all disputes & differences arising out of or in any way concerning this indenture except those the decision whereof is otherwise herein before provided for shall be referred to the sole arbitration of any person appointed by the Chief Secretary, Government of Manipur.

There will be no objection to any such appointment of Govt. servant as arbitrator and that he had to deal with the matter to which this indenture related & that in the course of his duties as such Government Servant, he has expressed views on all or any of the matters in dispute of differences. The award of the arbitrator so appointed shall be final & binding on the parties to this contract.

24. DELEGATION OF POWERS

That all the powers exercisable, functions to be discharged in terms & conditions & covejillts of this deed in relation to the Government shall be exercised & discharged by the Chief Electoral Officer, Manipur or by any other officer so specifically authorized by him in this behalf.

In witness whereof the parties to this agreement have set their hands on the day & year herein first written above.

For and on behalf of

DEPARTMENT

AGENCY

Witnesses:-

- 1.
- 2.

Form-8 : Financial Bid

Sl.No.	Item/Work	Transportation
1.	<p>Rate for 10 (ten) wheeler truck for transportation of EVMs</p> <p>Control Unit (CUs) = 3596 Ballot Unit (BUs) = 3579</p> <p>i) One trunk size 15 inches height, 24 inches breath, 42 inches can accommodate 10 Ballot Units (BUs)</p> <p>ii) One trunk size 17 inches height, 23 inches breath, 35 inches can accommodate 10 Control Units (CUs)</p>	

(Signature of the Tenderer)

Place:

Name :.....

Date:

Contact No.

Form-A : Technical Bid

1. Name & complete Address of the Firm _____

2. Telephone No. _____
3. Constitution of the firm (whether Co., Partnership or Prop. concern) _____
4. Name & address of Prop./Partner/ Director, as the case may be _____
5. Name of the contact person _____
6. TIN/VAT Regn. No. _____
(enclose a copy of certificate)
7. PAN/GIR Number _____
8. Capacity of the firm
 - a) No. of trucks _____
 - b) Capacity _____
 - c) Manpower
 - (i) loading _____
 - (ii) Unloading : _____
 - d) Proof of ownership transport firm _____
9. No. of similar nature of works, each having value of Rs.25 lacs or above, undertaken during preceding 3 years along with Completion Certificate from the Organisation who have awarded the work.
(details to be furnished in Form- I). _____
10. Give organizational chart of the Firm/. : _____
Company indicating various levels
11. Details of Earnest Money
 - (i) Amount _____
 - (ii) DD No.and Date _____
 - (iii) Name of the Bank _____

(Signature of the Tenderer)

Place:

Name :.....

Date:

Contact No.

FORM-I

Sl.No.	Name of the Work and year of award	Name of Organization/ Agency who had awarded the work	Volume of EVMs transport handled	Total Cost of Work (in Rs.)	Remarks
1	2	3	4	5	6

(Signature of Tenderer)

With Rubber Stamp

Place:

Name:

Date:

Contact No.