

OFFICE OF THE
CHIEF ELECTORAL OFFICER: MANIPUR

CORRIGENDUM

Imphal, the 05th March, 2019

No. 5/ELEC/VTMS/LS-2019: In inviting reference to this office Notice Inviting Tender No. 5/ELEC/VTMS/LS-2019 dated 28th February, 2019 regarding Vehicle Tracking and Management System for movement of EVMs and VVPATs, Lok Sabha Election, Manipur, 2019, a pre-bid meeting was held on 04th March, 2019, with prospective bidders and the following modifications are proposed to be made to the tender :

Particulars	Section	Modifications
2. Tender Schedule	c) Installation	Reduced to approximately 305 vehicles from 3000 vehicles
2.1 Details of Technical Presentation/Live Demonstration	2.1 Details of Technical Presentation/Live demonstration	The live presentation of the bidder shall constitute the following: a) Provide live tracking of the vehicles which are tracked with their respective GPS system through a web page and mobile app. b) Provide a presentation explaining the entire tracking system. c) Provide aspects on which alarms are generated in the tracking system. d) Arrange for the tracking of 4(four) vehicles (in Manipur) fitted with tracking devices. e) For the purpose of live demonstration, the bidder shall maintain telephonic contact with the tracked vehicles such that instructions can be given to each tracked vehicle during the presentation to test out conditions when the tracking system generates an alarm.
4. Eligibility Criteria	Eligibility Criteria	7. IT project implementation experience worth at least Rs.1 Crore in the last 3 years, reduced to IT projects worth at least Rs.20 lakh in the last 3 years



8. Scope of work	Scope of work	<p>Added 2(two) more points as below :</p> <p>a) The vehicle tracking and management system should allow for definition of routes via co-ordinates (latitude and longitude) for each tracked vehicle. Alarm should be generated in the system when the vehicle is found to be travelling outside the pre-defined route.</p> <p>b) The system should clearly give an alarm when the vehicle stops at an undefined location for a period more than 60 minutes. Subsequently, there should not be any alarm generated when the tracked vehicle halts for the night at a particular location.</p>
8.1 Tasks to be taken up	Task 1: Web based software/Mobile app	<p>Added 4(four) more points as below:</p> <ul style="list-style-type: none"> • There should be provision in the software for definition of routes (via latitude and longitude) for each tracked vehicle, in the software provided by the bidder. • Alarm should be generated in the system when a vehicle travels outside its pre-defined route. • Alarm should be generated in the system when the vehicle halts at an undefined location for a period more than 60 minutes. • Alarm should not be generated when the tracked vehicle halts for the night.

2. Bidders may refer to the revised tender document at <https://manipurtenders.gov.in> or www.manipur.gov.in .



(P.K. Singh)
Chief Electoral Officer, Manipur

Copy to:

1. Secretary to Hon'ble Chief Minister, Manipur, for kind information
2. SIO, NIC, Imphal. He is requested to upload the above tender notice in the website www.manipur.gov.in
3. Notice Board
4. Guard File/Relevant File


	<p>Office of the Chief Electoral Officer & Commissioner(Election) Government of Manipur</p>
	<p>e-Tender for Vehicle Tracking And Management System for Movement of EVM & VVPAT, Lok Sabha Election, Manipur - 2019</p> <p><u>Tender Reference</u></p> <p>No.5/ELEC/VTMS/LS-2019</p> <p>Tender Document Version 1.1</p>
	<p>Office of the Chief Electoral Officer, Lamphepat, Imphal, Manipur -795001 Email: ceo_manipur@nic.in Website: https://ceomanipur.nic.in/</p>

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Acronyms used in the Document	
BG	Bank Guarantee
CC	Counting Process
CEO	Chief Electoral Officer
DEO	District Electoral Officer / Deputy Commissioner
DD	Demand Draft
ECI	Election Commission of India
EMD	Earnest Money Deposit
HD	High Definition
INR	Indian Rupees
IT	Information Technology
IP	Internet protocol
LD	Liquidated Damage
LOA	Letter Of Acceptance
LOI	Letter of Indent
PS	Polling Stations
RO	Returning Officer
SD	Security Deposit
SLA	Service Level Agreement
SPOC	Single Point of Contact
ST	Service Tax
TDS	Tax Deduction at Source
MLA	Manipur Legislative Assembly
ED	Election Department, Manipur

Know Your Rights

1. All tenders will be opened only in the presence of the bidders or their representatives, on the appointed date and time.
2. The bidders have a right to insist on processing of technical bids in the bidders presence only.
3. Price bid opening will be done only in the presence of technically qualified bidders or their representatives, on the appointed date and time.
4. Vendors / bidders are eligible for a vendor signed copy of the price bid comparison statement on the spot.
5. Please insist on your rights and avail the same.

Note: None of the above can be claimed if the authorised representatives are not present at the relevant time and place.

The Chief Electoral
Officer,
Manipur

Letter of Undertaking

To

The Chief Electoral Officer,
Manipur,
Lamphel,
Imphal, Manipur – 795004

Sir,

Sub: Undertaking for participating in Election Department's Tender for Vehicle Tracking And Management System for Movement of EVM & VVPAT, Lok Sabha Election, Manipur-2019 - Reg.

Ref: Tender No. 5/ELEC/VTMS/LS-2019 Dated _____

I/We----- have gone through the Terms and Conditions, Scope of Work and Specification and will abide by them as laid down in the Tender Documents, Technical bid and Price Bid.

I/We ----- hereby confirm that our Company was not blacklisted by any State Governments/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/ SD was not forfeited by any State Governments / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I/We----- hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from

this tender and also are liable for any penal actions that may arise due to the above.

I/We _____ certify that no refurbished components are used for the provision for Vehicle Tracking and Management System for Movement of EVM & VVPAT, Lok Sabha Election, Manipur-2019. The tendered items to be delivered under this contract are certified as genuine and valid.

I/We _____ certify that we are liable and responsible for any disputes arising out of the Intellectual Property Rights.

In case of violation of any of the conditions above, I/We.....Understand that I/ We are liable to be blacklisted.

Yours faithfully
for _____
Name, Signature
Designation
Seal

Note:

- 1) Declaration in the company’s letter head should be submitted as per the format given above
- 2) If the bidding firm has been blacklisted by any State Governments/ Central Government/ Public Sector Undertakings earlier before 3 years, then the details should be provided.

1. Preamble

A vehicle tracking system combines the use of automatic vehicle location in individual vehicles with software that collects these fleet data for a comprehensive picture of vehicle locations. Modern vehicle tracking systems commonly use GPS or GLONASS technology for locating the vehicle, but other types of automatic vehicle location technology can also be used. Vehicle information can be viewed on electronic maps via the Internet or specialized software.

As per the Commission's letter no.51/8/INST/2019 – EMPS, dated 5th February, 2019, end to end movement of all reserve EVMs and VVPATs shall be directly monitored at all times, for which Sector Officer's vehicles with reserve EVMs and VVPATs shall be mandatorily fitted with GPS tracking. There shall be real time tracking and monitoring of the movement of EVMs and VVPATs through the GPS-enabled/Mobile app based GPS tracking used in the vehicles carrying EVMs and VVPATs. For this purpose, an 'EVM Control Room' shall be set-up at DEO, as well as CEO level, wherein, the movement of EVMs and VVPATs shall be monitored and tracked through GPS monitors and other related IT infrastructure/applications.

ATTENTION CLAUSE: All Intellectual Property Rights will vest with the Client and the bidder shall have no right over the same. Due to security reasons, the Bidder is required not to disclose that they are bidding for this assignment, or in any way disclose that they are performing this assignment to any third party without the consent of the Nodal Officer or the Contracting Authority. Each of the Bidder Personnel shall also be required to sign a Non-Disclosure Agreement with Election Department and there may be civil and criminal penalties in case of breach of the agreement.

In view of the above, Election Department, Manipur, invites bids from the suitable bidders for the Tender towards providing a Vehicle Tracking and Management System for EVM & VVPAT, Lok Sabha Election, Manipur - 2019, as per the Technical specification and terms & conditions as given in this Tender document. The successful bidder of this tender shall be required to work closely with the Officials of Election Department(the Client) to complete the work required, up to their satisfaction.

Definitions used in the Tender Document:

1	Agreement	Means the document signed by the Authority (Election Department) Department and the Bidder that incorporate any final corrections or modifications to the tender and is the legal document binding on both the parties to all terms and conditions of the Contract
2	Bid	Means the complete bidding document submitted by the Bidder to the Authority (Election Department) and shall include any corrections, addenda and modifications made therein In accordance with the terms and conditions of tender.
3	Bidder	Means the party who makes a formal offer in pursuance of the tender floated.
4	Day	A day means a calendar day
5	Invitation of Bid	Means the advertisement published in accordance with the legal requirements or notifications by other means to prospective Bidders of the forthcoming opportunity to Bid for the Contract.
6	Letter of Acceptance	Means the formal acceptance of the bid of the Successful Bidder by Election Department
7	Lowest Tender	Means the tender which, on evaluation, is found to be the most beneficial to the procuring entity in financially quantifiable terms.
8	Payment	Means the amount payable by Election Department, Manipur based on the tendered items as per the agreement.
9	Period	Means entire term of the Contract
10	Purchaser	Purchaser means the end-user for whom the procurement / Services is indented through the tender.
11	Successful Bidder	Successful Bidder means the Bidder who becomes successful through the tender process
12	Service Tax	As per the announcement of Government of India, service tax will be paid at actuals as applicable

2. e-Tender Schedule

ELECTION DEPARTMENT, MANIPUR

1.	e-Tender inviting Authority, Designation and Address	The Chief Electoral Officer, Lamphelpat, Imphal, Manipur e-mail: ceo_manipur@nic.in
2.	A) Name of the Work B) Tender reference	Tender for Vehicle Tracking And Management System for Movement of EVM & VVPAT Lok Sabha Election, Manipur - 2019 5/ELEC/VTMS/LS-2019
	C) Installation	Approximately 305 vehicles. Number may increase or decrease at the discretion of Election Department, Manipur.
3.	Tender documents available place	Tender documents can be downloaded free of cost from http://www.manipur tenders.gov.in
4.	Cost of Tender Document	Free
5.	Earnest Money Deposit (EMD)	Rs.1,00,000/- (Rupees One Lakh only) should be paid by way of Demand Draft or Banker's Cheque drawn in favour of " Chief Electoral Officer, Manipur " and payable at Imphal only.
6.	Tender submission	Two Part Tender comprising of Technical Bid and Price Bid should be submitted ELECTRONICALLY at https://manipur tenders.gov.in Stage-1 – Technical Bid, Stage-2-Price Bid. Tenders received after the due date and time will be summarily rejected.
7.	Date and Place of Pre-Bid meeting	04.03.2019 11:00 AM CEO Office, Lamphelpat, Imphal
8.	Date of uploading revised/ finalized RFP and Bid Submission Start Date	05.03.2019 05:00 PM
9.	Due Date, Time and Place of submission of Tender	11.03.2019 12:00 PM Online Submission

10.	Date, Time and Place of opening of the Technical Bids	11.03.2019 03:00 PM CEO Office, Lamphelpat, Imphal
11.	Date, Time and Place of Technical Presentation / Live Demonstration of the tracking solution	11.03.2019 03:00 PM CEO Office, Lamphelpat, Imphal
12.	Date, Time and Place of opening of Price Bids	11.03.2019 04:30 PM CEO Office, Lamphelpat, Imphal
13.	Bid validity	180 days

2.1 Details of Presentation/Live Demonstration

The bidder shall make arrangements to provide a demonstration of the vehicle tracking solution by demonstrating the tracking of 4 (four) vehicles in Manipur and showing the vehicle management system via a web application and mobile app. Bidder should show all vehicles tracked in real time.

The bidder shall make all the necessary arrangements of arranging the necessary vehicles, installation of the tracking device on the vehicles and showing the tracked vehicle on their respective web page/mobile app during the live presentation. The bidder is hereby intimated that the demonstration of the solution shall carry marks in the Technical Evaluation of the respective firm. Bidders can refer to Appendix-13 for the details of the Technical evaluation. Bidders who fail to show the live demonstration satisfactorily shall be given minimum marks and their financial bid may not be opened. The live presentation of the bidder shall constitute the following:

- a) Provide live tracking of the vehicles which are tracked with their respective GPS system through a web page and mobile app.
- b) Provide a presentation explaining the entire tracking system.
- c) Provide aspects on which alarms are generated in the tracking system.
- d) Arrange for the tracking of 4(four) vehicles (in Manipur) fitted with tracking devices.
- e) For the purpose of live demonstration, the bidder shall maintain telephonic contact with the tracked vehicles such that instructions can be given to each tracked vehicle during the presentation to test out conditions when the tracking system generates an alarm.

3. General Instructions

3.1 General

- a) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid. Relaxation in submission of the documentary proof has been given ONLY to the existing suppliers and such relaxation from submission of documents is applicable wherever they are eligible to avail.
- b) It will be imperative for each Bidder(s) to familiarise himself/themselves with the prevailing legal situations for the execution of contract. Election Department shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by Election Department. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise himself.
- d) The Bidder shall be deemed to have satisfied himself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- e) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.

f) The Bidder shall make all arrangements as part of the contract to supply, commission and train the beneficiaries at various locations at their own cost and transport.

g) The Bidder should be fully and completely responsible to Election Department for all the deliveries and deliverables.

Clarifications in the Tender

- a) A prospective Bidder requiring any clarification in the Tender may notify Election Department by letter or by Fax or by E-mail as per the Format prescribed in **Appendix – 3** to bankimchandra.m@semt.gov.in. We encourage paper free e-mail communication.
- b) The responses to the clarifications will be notified in the websites by means of Corrigendum to the Tender Document. It would be advantageous to commence e-mail contact bankimchandra.m@semt.gov.in to register your e-mail id.

Amendments to the Tender

- a) Before closing of the Tender, clarifications and amendments if any will be notified in the websites mentioned in the Tender Schedule. The Bidders should periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. Election Department will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- b) No clarifications will be offered by Election Department within 72 hours prior to the due date and time for opening of the Tender.
- c) Before the closing of the Tender, Election Department may amend the Tender document as per requirements or wherever Election Department feels that such amendments are absolutely necessary.
- d) Amendments also may be given in response to the queries by the

- Prospective Bidders.
- e) Such amendments will be notified in the website mentioned in the tender schedule.
 - f) Election Department at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
 - g) Election Department is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders failure to update the Bid documents on changes announced through the website.

Language of the Bid

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English duly notarised, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

Bid Currency

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

Contacting Tender Inviting Authority

- a) Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Tender Inviting Authority, Tender Scrutiny Committee, Tender Accepting Authority, after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring in extraneous pressures on the Tender Accepting Authority shall be sufficient reasons to disqualify the Bidder.
- b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from the Bidders relating to the tenders submitted by them during the evaluation of tenders.

3.7 Force Majeure

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

- Natural phenomena including but not limited to earthquakes, floods and epidemics.
- Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

4. Eligibility Criteria

The Bidders should have the following Eligibility Criteria for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the Eligibility Criteria in the Technical Bid.

#	Eligibility Criteria	Supporting documents for fulfilling the Eligibility Criteria
1	Bidder should be a registered entity with Department of Taxation/ Registrar of Companies registered in India under the Companies Act 1956 or 2013. Bidder should have been in the Information Technology/IT enabled services/Telecommunication business /Video Recording Services/Internet Service Provider for 2 Years as on 31/01/2019.	<p>a) Copy of the Registration with Taxation Department/ Certificate of incorporation should be submitted.</p> <p>b) Copy of the work order dated on or before 01.02.2019 obtained from the customer or agreement signed dated on or before 01.02.2019 with the customer for any IT Services should be submitted.</p>
2	<p><u>In case of Consortium of Bidders:</u></p> <p>a) Consortium of Bidders is allowed with maximum of three partners.</p> <p>b) One of the partners shall be designated as Prime Bidder and such partner shall be a Registered Company in India and existing for the past 2 years.</p> <p>c) No partner of a Consortium should Bid individually or be a partner of another Consortium.</p>	<p>a) All the Consortium partners individually should submit the Certificate of Incorporation/Registration from the appropriate Authority.</p> <p>b) A Consortium Agreement shall be entered among the partners and the language shall be in English. The original Consortium Agreement shall be submitted. The Consortium Agreement shall contain statement that all partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.</p>
3	Bidder or Prime Bidder in case of a consortium should have an average annual turnover of INR 1 Crore and above in the last three (2015-2016, 2016-2017, 2017-2018) audited financial years.	<p>1. Copies of the Audited balance sheet for the last 3 financial years should be submitted.</p> <p>2. Certificate from the Chartered Accountant should be enclosed with positive Net worth in the last three financial years of 2015-16, 2016-2017 & 2017-2018.</p> <p>3. Copy of the ITR for the last 3 years should be submitted.</p>

4	The Prime Bidder or the Consortium Partners should not hold any sanction/black-listing 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 sanction / black-list was subsequently withdrawn).	Self-declaration Certificate should be submitted.
5	The Prime Bidder or the consortium partners should be atleast ISO 9001:2008 certified	Certificate from authorised agency.
6	Prime Bidder should have a GSTIN and should have paid all applicable GST	GST Registration and GST Paid for the last financial year
7	IT Project implementation experience worth atleast 20 lakh in the last 3 years	Relevant Work Orders
8	Availability of Manpower in the state of Manipur and Outside Manipur (if applicable)	State number of manpower available in Manipur and outside Manipur, respectively

Important Note:

1) Bidders should ensure that they have submitted all the required proof of documents self-attested and signed with seal as specified in the Tender document without fail. Bids received without the supporting documents to prove their eligibility are liable for rejection. Bidder must be in a position to produce original for verification as and when demanded by Election Department, failing which, those documents will not be considered.

2) Election Department reserves the right to verify the Authenticity and Veracity of any documents submitted for Eligibility criteria.

Conditions of the Consortium Bidders.

- 1) One of the Consortium partners from India shall be nominated as Prime Bidder. The Consortium Agreement in INR 100 non-judicial stamp paper should be entered among the partners. All the signatories of the Consortium Agreement shall be authorised by a Power of Attorney signed by the respective Managing Director or Board of Directors of the Companies/parties to the Consortium. Board Resolution authorising the signatories of the Tender and Consortium Agreement would be accepted.
- 2) The Consortium Agreement shall be submitted in original in the Technical Bid. If the Bid from the Consortium becomes successful, the Consortium Agreement, should be registered in Imphal, Manipur before execution of Contract so as to be legally valid and binding on all the partners.
- 3) All partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a statement to this effect shall be included in the Consortium Agreement. The consortium agreement should indicate precisely the role of each partner of the consortium in respect of the contract.
- 4) The Prime Bidder shall be authorised by the other Consortium partner to act on their behalf to incur liabilities, to receive instructions for and on behalf of all partners of the consortium, to execute entire contract and to receive payment.
- 5) Only one Bid will be allowed from a Consortium. The partners of a Consortium are not allowed to bid individually or to be a partner of another Consortium. **All such Bids will be subject to rejection.**

5. Bid Preparation and Submission

Cost of Bidding

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

Tender Document Fee

The Tender document fee is waived.

5.1 Earnest Money Deposit (EMD)

- a) An EMD amount as specified in the Tender Schedule should be paid by way of Demand Draft or Banker's Cheque drawn in favor of "Chief Electoral Officer, Manipur" payable at Imphal. The Demand Draft or Banker's Cheque should be deposited physically at Election Department, Lamphelpat Office, before the date and time of opening of the Tender. The EMD in the form of Bank Guarantee is not acceptable. A scanned copy of the EMD should be included in the documents uploaded for the Technical Bid.
- b) The EMD of the unsuccessful Bidders will be returned at the expense of the Bidders within a reasonable time consistent with the rules and regulations in this behalf. The EMD amount held by Election Department till it is refunded to the unsuccessful Bidders will not earn any interest thereof.

- c) The EMD amount of the Successful Bidder can be converted as part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfillment of the Contract.
- d) The EMD amount will be forfeited to "Chief Electoral Officer, Manipur", if the Bidder withdraws the bid during the period of its validity specified in the tender or if the successful Bidder fails to remit Security Deposit and /or fails to sign the Contract within the due dates.
- e) The EMD amount shall be exempted for bidders who are certified under MSME / NSIC, upon furnishing relevant documents.

Letter of Authorisation

A letter of authorisation from the Board of Directors / appropriate authority authorising the Tender submitting authority or a Power of Attorney, should be submitted in the Technical bid, otherwise the Bids will be summarily rejected.

Two Part Bidding

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

Technical Bid

- a) The Technical Bid format as given in the Tender shall be filled, signed and stamped on all pages. Errors if any shall be attested by the Bidders. The Technical Bid shall not contain any indications of the Price; otherwise the Bid will be summarily rejected.
- b) The Technical Bids shall be typed, signed and stamped in all pages by the authorised signatory of the Bidder. Any alternations, deletions or overwriting shall be attested with full signature of the authorised signatory.
- c) The Technical Bid with supporting documents along with the scanned copy of the relevant EMD should be submitted at <https://manipurtenders.gov.in>
- d) The bidders should submit the details of make and model of the items offered against the tender requirement.

Price Bid Form

- a) All the Price items as asked in the Tender should be filled in the Price Bid Format as given in the Tender.
- b) The price quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc and any other cost involved in the supply, commissioning and delivery of services.
- c) The Price Bid Form should not contain any conditional offers or variation clauses; otherwise the Bids will be summarily rejected.
- d) The Prices quoted shall be in **INDIAN RUPEES (INR) only**. The tender is liable for rejection if the Price Bid contains conditional offers.
- e) The Price Bid shall be typed, signed and stamped by the authorised signatory in all pages. Any alterations, deletions or overwriting shall be attested with full signature of the authorised signatory.
- f) The cost quoted by the Bidder shall be kept firm for a period

specified in the Tender from the date of opening of the tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of duties / taxes payable to the Governments in India within the stipulated delivery period. The Bidders should particularly take note of this factor before submitting the Bids.

- g) The Price Bid shall be submitted at <https://manipurenders.gov.in>

5.2 Bid closing date and time

The Bids should be submitted not later than the date and time specified in the Tender Schedule or Corrigendum if published. Hence the Bidders should be cautious to submit the Bids well in advance to avoid disappointments.

Mode of Submission of Bids

- a) The Bids should be submitted strictly in online mode.
- b) Election Department will not be liable or responsible for any delay whatsoever.
- c) If any Bid is received by Facsimiles (FAX) or e-mail, the Bid will be treated as non-responsive.

Modification and withdrawal of Bids

The Bids once submitted cannot be modified or amended or withdrawn. No documents would be supplemented after submission of Bids unless specifically asked by Election Department.

6. Tender opening and Evaluation

Technical Bid Opening

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

Tender Validity

The offer submitted by the Bidders should be valid for a minimum period of 180 days from the date of opening of the Tender. However, Election Department reserves the right to extend or short close the Tender validity period, if situation warrants benefiting the Government.

Initial Scrutiny

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

If Tenders are;

- not submitted in two parts as specified in the Tender
- received without the Letter of Authorisation
- received without EMD amount
- are found with suppression of details
- With incomplete information, subjective, conditional offers.
- submitted without supporting documents as per the Eligibility Criteria and Evaluation Criteria
- non-compliance of any of the clauses stipulated in the Tender
- lesser validity period

All responsive Bids will be considered for further evaluation.

The decision of Election Department will be final in this regard.

6.1 Clarifications by Election Department

When deemed necessary, Election Department may seek bonafide clarifications on any

aspects from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, Election Department may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder has failed to comply with the requirements of Election Department as stated above, such Bids may at the discretion of Election Department, shall be rejected as technically non-responsive.

6.2 Tender Evaluation

Suppression of facts and misleading information

- a) During the Bid evaluation, if any suppression or misrepresentation is brought to the notice, Election Department shall have the right to reject the Bid and if after selection, will terminate the contract, as the case may be, without any compensation to the Bidder and the EMD / SD, as the case may be, shall also be forfeited.
- b) Bidders should note that any figures in the proof of documents submitted by the Bidders for proving their eligibility is found suppressed or erased, Election Department shall have the right to seek the correct facts and figures or reject such Bids.
- c) It is up to the Bidders to submit the full copies of the proof of documents to meet out the criteria. Otherwise, Election Department at its discretion may or may not consider such documents.
- d) The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.
- e) Bidders may refer to the allocation of marks for each criterion in the Technical Evaluation sheet at Appendix-13

Technical Bid Evaluation

Selection Process

a) Election Department has adopted a Two Stage Selection Process

(Collectively the “Selection Process”) for evaluating the Proposals comprising technical and financial bids to be submitted Online. The Method of selection will be on Quality (70%) cum Cost (30%) Based Selection (QCBS) -70:30. The technical quality of the proposal shall be given weight-age of 70%. The price Proposal of only those bidders who qualify technically (Minimum Qualifying Marks: 50%) will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal will be given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weight-age of 30%. For working out the combined score, Election Department will use the following methodology:

Example:

Stage 1. Technical Bids Evaluation (Table A)

Bidder details	Technical Marks obtained(Out of 100)
Bidder 1	85
Bidder 2	75
Bidder 3	80

Stage 2. Normalization of marks:

(Table B) Normalized score =

(Technical marks obtained by the bidder under consideration/Highest technical marks)*100

Bidder Details	Normalized score
Bidder 1	$(85/85)*100 = 100$
Bidder 2	$(75/85)*100 = 88$
Bidder 3	$(80/85)*100 = 94$

- Based on the results of Technical evaluation, Commercial bids for

those bidders will then be opened who qualify in the Technical evaluation (Minimum Qualifying Marks: 50%).

- The Financial bid amount shall be converted into financial score, while considering the commercial quote given by each of the Bidders in the commercial bid as follows:

Commercial Score of a Bidder =
 $\{\text{Lowest commercial bid}/\text{Quote of bidder under consideration}\} * 100$

(Table C)

Bidder Details	Commercial quote	Calculation	Commercial score
Bidder 1	1,30,000	$\{1,00,000/1,30,000\} * 100$	77
Bidder 2	1,20,000	$\{100,000/1,20,000\} * 100$	83
Bidder 3	1,00,000	$\{100,000/1,00,000\} * 100$	100

Final Score Calculation through QCBS

The final score will be calculated through Quality and Cost Selection method based with the following weight-age:

Technical: 70%
 Commercial: 30 %

Combined Technical and Financial score =

$(0.70 * \text{Technical score}) + (0.30 * \text{Commercial Score})$

(Table D)

Bidders	Technical Score (i) (0.7xNormalised Technical Score)	Financial Score (ii)(0.3 x 7xNormalised Financial score)	Final Score(70:30) lii = (i) + (ii)	Rank of the bidder
Bidder 1	70	23.10	93.10	H2
Bidder 2	61.60	24.90	86.50	H3
Bidder 3	65.80	30	95.80	H1

The proposals will be ranked in terms of total scores of each applicant. The proposal with the highest total score (H-1) will be considered for award of contract and will be called for negotiations.

- b) A Technical Evaluation Committee shall examine the technical criteria of the bid and the price bid shall be opened by a Financial Bid Opening Committee and the

proceedings shall be placed before the HTC (Higher Tender Committee) for further process.

- c) The demonstration provided by the bidder as per section **2.1** shall be considered as one of the Technical Evaluating criteria and shall carry marks in the technical evaluation criteria. Bidders who fail to show the web-casting solution satisfactorily as mentioned in section **2.1** shall be given minimum marks and their financial bid opening may not be opened.

Negotiations

Negotiations will be conducted with all the Successful Bidders for improvement in the Scope of Work, Specification, further reduction in price and advancement of delivery schedule.

Award of Contract

- 1) Total quantity will be awarded to the H1 Bidder (Highest Score) as per above example.
- 2) No dispute can be raised by any Bidder who's Bid has been rejected and no claims will be entertained or paid on this account.

6.3 Election Department reserves the right to:

- Negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of prices.
- Insist on quality / specification of materials/services delivered.
- Modify, reduce or increase the quantity requirements to an extent of the tendered quantity as per the directives of Election department.
- Election Department reserves its right to withhold any amount for the deficiency in the service.

7. Execution of Work

Acceptance of Tender and Withdrawals

The final acceptance of the tender is entirely vested with Election Department who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by Election Department, the Successful Bidder shall have no right to withdraw their tender or claim higher price.

Letter of Acceptance (LOA)

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

Payment of Security Deposit (SD)

The successful Bidder will be required to remit a Security Deposit(SD) equivalent to **Five percent** of the value of the order, inclusive of EMD by way of Demand Draft in the name of the "Chief Electoral Officer, Manipur" payable at Imphal or in the form of unconditional irrevocable Bank Guarantee, valid for a period, equivalent to the Contract period from the date of acceptance of the tender on receipt of confirmation from Election Department. **The SD shall be submitted to Election Department within 7 days from the date of issue Letter of Acceptance (LOA) by Election Department.** The SD furnished by the Successful Bidder in respect of the tender will be returned to them after successful fulfillment of the work. The Security Deposit will be refunded to the Successful Bidder only after successful completion of the work Order. The Security Deposit held by Election Department till it is refunded to the Successful Bidder will not earn any interest thereof. The Security Deposit will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Tender or if the Bidder fails to sign the contract.

Execution of Contract

- a) The Successful Bidder should execute a Contract as per **Appendix -1** with the client valid for a period of 6 months in the INR 20 non- judicial Stamp Paper bought in Manipur only in the name of the Bidder **within 7 days from the date of Letter of Acceptance issued by Election Department** with such changes/modifications as may be indicated by the client at the time of execution on receipt of confirmation.
- b)The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of Election Department. Election Department reserves its right to cancel the work order either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement, the SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.
- c)The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.
- d)The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of Election Department and Election Department also have the right to recover any consequential losses from the Successful Bidder.

Release of Work Order

After execution of the Contract and payment of Security Deposit, "Firm Work Order" for the Provisioning of Tendered items will be issued to the Successful Bidder by Election Department. The supply and payment will be based on the Work Order(s) issued.

Refund of EMD

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

Release of SD

The Security Deposit will be refunded to the Successful Bidder on completion of the contract period up to the satisfaction of Election Department. Such completion would be arrived based on the satisfactory delivery of services by the Successful Bidder as per the contract agreement and as per the Work Order issued by Election Department.

Forfeiture of EMD and SD

- a) If the Successful Bidder fails to act according to the tender conditions or backs out, after the tender has been accepted, the EMD will be forfeited to Election Department.
- b) If the Successful Bidder fails to remit the SD, the EMD remitted by him will be forfeited to Election Department and the tender will be held void.
- c) If the Successful Bidder fails to act upon to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited by Election Department.

Termination of Contract**Termination for default**

- a) Election Department may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Service Provider, terminate the contract in whole or part,

- (i) if the Service Provider fails to deliver any or all of the goods/ services within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by Elections Department; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgment of Election Department, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of Election Department terminating the Contract in whole or in part, Election Department may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to Election Department for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

Termination for Insolvency

Election Department may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to Election Department.

Termination for Convenience

Election Department may, by written notice, with a notice period of 7 days sent to the Successful Bidder, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for Election Department's convenience, the extent to which

performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

Execution of Work Order

The Successful Bidder should nominate and intimate Election Department, a Project Manager for Single Point of Contact (SPOC), who should be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder should ensure that the Project Manager is fully familiarised with the Tender Conditions, Scope of Work and deliverables.

Liquidated Damages (LD)

A penalty will be levied at the rate of 2.5% per tracked vehicle, on the value of the work pertaining to the span of the event, if the installation is not completed in full within the stipulated time. The delivery period will effect from the date of receipt of confirmed consignee address. If such failure happens for more than two occasions, apart from forfeiting the Security Deposit paid by the Successful Bidder, such performance may entail black- listing of the Successful Bidder.

Penalty for Non-Fulfillment of Tender

A penalty for non-fulfillment or non-observance of tender conditions indicated in the tender clauses, will be levied at 5% of the total value of the work order.

Other Conditions

- a) The final decision would be based on the technical capacity and pricing of the Bidder. Election Department does not bind itself in selecting the bidder offering lowest prices.
- b) Election Department reserves the right not to accept lowest price, to reject any or all the tenders without assigning any reasons, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interests of Election

Department for good and sufficient reasons.

Other Documents to be submitted:

Copy of EPF Registration or necessary Exemption Letter for ESI Registration should be submitted in the Technical Bid.

Arbitration and Jurisdiction

a) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the Chief Electoral officer, Manipur.

If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Chief Electoral officer, Manipur. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.

The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

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

8. Scope of Work

The Successful bidder has to undertake Vehicle Tracking and Management System For Movement of EVM & VVPAT, Lok Sabha Election, Manipur-2019, with the installation of the necessary suitable, proven device on the vehicles deputed for Election Duty and to provide a web based software, along with a mobile app, to monitor the fleet of vehicles as per the detailed Scope of Work given below:

- a) Supply/Provision and Installation of tracking device on Election requisitioned vehicles as per the list of vehicles provided by Election Department.
 - b) Supply/Provision of web-based software to monitor/track/manage the fleet of vehicles by displaying the location of each vehicle on Google Maps.
 - c) Supply/Provision of a mobile app to monitor/track/manage the fleet of vehicles by displaying the location of each vehicle on Google maps.
 - d) The web-based software/mobile app should provide real-time tracking information for the vehicles where a tracking device is installed.
 - e) The device installed on the vehicle should periodically update a centralized server with its current position (latitude and longitude) and the web-based software and mobile app should display the location information for each vehicle, in real-time, where the tracking device is installed.
 - f) The web-based software and mobile app should be an Online application and accessible from anywhere using an Internet connection.
 - g) The tracking device installed on the vehicle should be portable and easy to set-up.
 - h) The bidder shall provide training to Election Department officials or other respective officials on the usage of the tracking device and tracking management software.
 - i) The web-based software/mobile app should provide the status of each vehicle via the tracking device and should indicate the device's activity via a color code (Green - Device Active, Red - Device Inactive) or any other similar forms of visual depiction.
 - j) The web-based software should automatically refresh the tracking information in periodic intervals. The mobile app should also refresh periodically and show the latest location of the tracked vehicles.
 - k) The web-based software/mobile app should be hosted by the bidder via their own resources and at their own cost. Election Department will not take any responsibility of hosting the said software.
 - l) The Bidder shall depute adequate number of manpower to install the tracking device on vehicles and to manage the web-based software at the CEO's Office or other locations, as directed by Election Department, at their own cost and means.
-

- m) 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 movement of EVM & VVPATs or as directed by Election Department.
- n) The successful bidder shall Design, Produce, Build, Configure, Test, Implement, Commission, Operate, Manage and maintain the hardware and software involved in provisioning the Vehicle Tracking and Management solution during the Election process when the proposed vehicle tracking system is used.
- o) All types of Server Hardware, Software with license, Database, Data Storage, Connectivity, Networking Equipment, Anti-virus, Intrusion Software, etc. required for centralized monitoring of the tracking solution and connectivity of the device with the centralized server shall be provided by the bidder at their own cost.
- p) Supply and Provision of 48" LED screens at the locations provided by Election Department to monitor the vehicles being tracked as per Appendix - 7.
- q) Supply and provision of tracking device as per Appendix - 7.
- r) The expected uptime of the Vehicle Tracking and Management solution is 95%, failing which, penalty will be charged as per Penalty clause.
- s) The expected duration of the tracking and monitoring of vehicles is around 7 - 14 days. This duration can increase or decrease as per the Election schedule for the state of Manipur. The successful bidder is expected to commence the tracking of the vehicles by setting up the entire necessary infrastructure and have the system ready by P – 4 days.
- t) Supply and provision of 'EVM Control Room' at CEO and DEO offices (11 districts), with a minimum of 2 manpower per district and at CEO office, to monitor the movement of EVMs and VVPATs through GPS monitors and other related IT infrastructure/applications.
- u) The vehicle tracking and management system should allow for definition of routes via co-ordinates (latitude and longitude) for each tracked vehicle. Alarm should be generated in the system when the vehicle is found to be travelling outside the pre-defined route.
- v) The system should clearly give an alarm when the vehicle stops at an undefined location for more than a period of 60 minutes. Subsequently, there should not be any alarm generated when the tracked vehicle halts for the night at a particular location.

8.1. **Tasks to be taken up:**

Task 1: Web based software/Mobile App:

- The Bidder should provide Online Vehicle Tracking software to be used in conjunction with the tracking device installed on the vehicles to be tracked.
- The bidder shall also provide a mobile app to track the vehicles fitted with the tracking device.
- The Bidder shall host the tracking and management application on its own server at their own cost.
- Election Department will not undertake any hosting responsibilities with respect to the Vehicle Management software.
- The management of the tracking of vehicles should not require any specialized software and should be done using the standard browsers which include the latest and up to 4 previous versions of the following – Google Chrome, Internet Explorer, Mozilla Fire Fox and Apple Safari.
- The mobile app for tracking the vehicles should be available on the Google Play Store (for Android phones) and on iTunes App Store (for iPhones)
- Running time-stamp and last updated time-stamp should be displayed for each tracking device being used in the exercise.
- The web-based software should be password enabled such that only authorized personnel can view the tracking of vehicles. User name and password should be created for the required number of officials to login into the application. The mobile app should also be designed in a similar manner.
- The web-based software/mobile app should indicate the active/inactive tracking devices via a color code scheme or any other similar modes of visual depiction in the web based software.
- The web-based software/mobile app should have an option for rotation of tracked vehicles per district-wise and/or constituency-wise.
- The bidder shall perform necessary load testing of the entire set-up, including the tracking device and the software such that the entire monitoring exercise goes smoothly.

- The bidder shall arrange the Internet connectivity required to monitor the tracked vehicles via the web based software at the locations specified by Election Department.
- The bidder shall arrange for a centralized server via cloud or any other means, where data from all the tracking devices shall be updated.
- The centralized server/cloud server should be located in India.
- There should be provision in the software for definition of routes (via latitude and longitude) for each tracked vehicle, in the software provided by the bidder.
- Alarm should be generated in the system when a vehicle travels outside its pre-defined route.
- Alarm should be generated in the system when the vehicle halts at an undefined location for more than a period of 60 minutes.
- Alarm should not be generated when the tracked vehicle halts for the night.

Task 2. Tracking Device

A pre-determined list of vehicles on which the tracking system will be installed shall be shared with the successful bidder at a later point in time.

- The bidder shall supply and install the tracking device on the vehicles requisitioned for Election Duty by Election Department.
- The tracking device shall periodically update its current location to the centralized server such that the information would be displayed on the web-based software and on the mobile app.
- The bidder shall arrange for the Internet connectivity or other forms of connectivity for the tracking device to communicate with its centralized server.
- The bidder shall perform the adequate testing of the tracking device before supplying the same to the Election Department.
- The tracking device should have its own power source and should not be dependent on the power supply of the vehicle where it is installed.

Task 3. EVM Control Room – Monitoring Centre

The bidder shall provide adequate equipment and manpower to maintain and operate the Vehicle Management System.

- The bidder shall set-up a 'EVM Control Room' in each DEO level (11 districts) and CEO level to monitor and track the movement of EVMs and VVPATs.
- The bidder shall provide technically trained staff for operating and maintenance of the Vehicle Management System.
- The bidder shall provide adequate Internet bandwidth for use in the monitoring center as per its requirement.
- Any issues arising in the tracking and management of the vehicles should be rectified by the bidder within a period of 60 minutes from when the issue is reported.
- All issues reported should be tracked in the web-based software and a detailed report should be furnished by the bidder upon completion of the monitoring exercise.
- The successful bidder shall set-up a 2 person technical team at all 11 (eleven) DEO offices and at CEO Office for monitoring the tracked vehicles and trouble shooting of any problems. Aforementioned team shall fix any problems arising from the tracking device, web based software, mobile app or any other problems arising from the Vehicle Tracking system. The bidder shall ensure that adequate training is given to their deputed staff stationed at various districts and at CEO Office. The EVM Control Room should be in operation 24/7 during the tracking of the GPS fitted vehicles.

Task 4: Setting up a Help Centre & Deployment of Manpower

The bidder is required to deploy adequate manpower to meet all conditions of the assignment. The following teams shall be required to be created.

Manpower:

The personnel to be provided at the office of the State should be skilled in the application software and hardware being deployed by the bidder, their configuration, use, etc. They should be available to assist with any issues arising during the course of the assignment.

The CVs of all the personnel, being deployed should be provided as per **Appendix-**

4. Each of the personnel should have at least two of the following with him while in duty.

- A Passport, A Driving License, PAN Card, Aadhaar Card or other form of identity as specified by the Nodal Officer.

The following details shall be provided by the bidder in the CVs – Name, Date of Birth, and Copies of Identity cards as above, Permanent Address, Address during the last 10 years, Any Criminal or Civil Record, Educational Qualifications, Experience.

There may be Police / Security Clearance checks conducted against the personnel and the Client may ask for any or all personnel to be replaced, which shall be required to be complied with immediately.

Training of these personnel and the tasks shall include:

Training the manpower in tracking and management of the vehicles. The training required will have to be conducted by the bidder, in the districts/at a suitable place for one or 2 days as decided before they are deputed to the concerned place for on duty.

Troubleshooting any hardware/software issues related to entire process of tracking and tracking management.

Any other tasks found necessary for the successful tracking of the vehicles. The client will issue election duty certificate (EDC) or Postal Ballot to the manpower posted in the respective locations as necessary. The manpower shall be asked to report for duty to the concerned officials when posted.

Task 5. Development of Training Material

A detailed Training Material is required to be developed by the bidder as the part of the assignment. The training material is required for the following purposes:

- For operating the tracking device.
- For operating the Online Vehicle Management Software.
- For Operating the mobile app.

The Training Material should be in the following formats:

- a) Documentation: Text based training material in the form of documents showing pictures / images and text of How-To, Help Guides, etc.
- b) Multi-Media: Audio and Video content including animations, videos, etc. for the above. Manuals on How to Video shall also be made available.

The training material shall be placed in a secure location on the Internet for access only by the authorized users. It shall also be available off-line in PEN Drive / CD Discs to all locations, where it can be shared and disseminated with all the intended/required users. The Help Desk personnel shall additionally act as Facilitators to facilitate the learning progress.

The successful bidder shall set-up in advance, the tested vehicle tracking system with all the required features, in a server with enough storage capacity via cloud or other means, which should be available in a secured environment with sufficient Internet bandwidth to meet the traffic during the monitoring exercise.

SERVICE LEVEL AGREEMENTS

- a) The vendor should provide with 100% Server, Network Uptime as standard and shall ensure the following:

SERVICE AVAILABILITY	Deduction from total cost
95% to 100%	0%
90% to 94.9%	10%
80% to 89.9%	25%
70% to 79.9%	50%

b) Buffering or delay in transmission of tracking data should not happen in CEO or DEO

Office:

Buffer and Connection Loss	Deduction from total cost
95% to 100%	0%
90% to 94.9%	10%
80% to 89.9%	25%
70% to 79.9%	50%

c) Provision of training, training material and manpower:

Provision of Manpower, Training material and training as per stipulated date	Deduction from total cost
On or before date	0%
2-5 days later	10%
6-7 days later	25%
>7 days later	50%

The software must have been developed using Open standards tools as per the GOI guidelines. The bidder shall also provide necessary software such as OS, RDBMS etc., with necessary licenses. The bidder shall interact with the Client/Data Centre agencies towards the smooth installation and running of the vehicle tracking system as and when required till the election process is over.

The Bidder shall provide necessary device, Internet connection and manpower at the identified locations for data transmission purposes to the central server. The bidder shall also install the necessary infrastructure indicated in Appendix - 10 in the offices of State and District Offices to enable them to view the live data being transmitted on the days of monitoring. Since the nature of the job is an important one, the bidder has to maintain adequate stocks of devices, and substitute manpower, so that when there is a failure in any of these cases, steps shall be taken to replace the defective ones with the working ones quickly so that the vehicle tracking work goes through smoothly. A central Command centre has to be established for coordinating the resources. All contact details shall be provided to the nodal officer.

The bidder shall train the manpower provided, for a day or two before deployment at the district level/intended places, towards the usage of the tracking system, including the tracking device, to effectively transmit the tracking information.

The bidder shall simulate and do the load test of the vehicle tracking event well in advance before the commencement of the monitoring of the tracking system, so that the tracking system responds well to the data traffic smoothly up to the satisfactory level.

On commencement of monitoring of vehicles, the tracking data shall be transmitted to the server and this shall be viewed from the control center in multiple frames or individually as required by the State, District Officials and other higher officials concerned. The total process must be fool proof and shall work without any manual operation.

The vehicle tracking management at server shall be done as per the instructions of the nodal officer and shall not be stored in any form in any type of devices.

The bidder shall host the tracking management software on the server on public domain with user credentials. The tracking software shall serve the officers at assembly constituency, district, CEO, State and ECI levels as required.

The successful bidder shall monitor the server and the data storage and depending on the requirements, information to be given to the Client/Data Centre agencies, to provide more resources as per the demand towards smooth conduct of the vehicle tracking activities.

Operational downtime of the vehicle tracking software is not permitted.

Election Department shall ensure the safety of the equipment such as devices, internet connectivity devices, etc., installed by the bidders at the respective places, till the events are over.

Reporting Requirements and Time Schedule for Deliverables

The following would be the reporting requirements for the bidder:

1. An Inception Report within 1 week, from the start of the assignment.
2. Weekly Progress Reports consisting of
 - All works performed by the bidder.
 - The Time Sheets / Attendance duly counter-signed by the Nodal Officer.
3. All Other Reports as required for the successful execution of this assignment.
4. Development and Maintenance of an MIS for all reporting purposes.
5. Final Report within 2 weeks of closure of all activities stipulated in the contract.

The reports may be submitted in hard copy and in soft copy (through e-Mail / MIS / Shared Folder over Internet) to the officers concerned.

The bidder after completion of the recording activities, all data to be arranged on the Hard disks in duplicates and handed over to the nodal officer, within 4 days after the monitoring of Vehicles is completed.

After handing over the data, the bidder shall not retain any data in their computers or in any form with them. Any deviation in this regard, the bidder shall be held responsible and liable for punishment as per law. The HDDs shall be provided by the bidder at their own cost. The bidder shall ensure that all recorded material be handed over to Election Department. The bidder shall give an undertaking to this effect as per Annexure- 12.

8.2. Compliance with Technical Specifications

All the Bidders shall submit the items as stipulated in the tender. The results and compliance statement will be prepared and evaluated. The samples of those Bidders, if required, which do not conform to the technical specifications, will be rejected.

8.3 Qualification of Man Power

The Bidder shall depute the trained Man power (without any political affiliation) with the qualification of Higher Secondary/Diploma with adequate experience in the operation of IT equipment in the control Centers.

8.4. Supply, Installation and Commissioning

- a) Delivery: The ordered items shall be delivered, installed and commissioned within one month from the date of Work Order. The Successful bidders after obtaining the Consignee address shall visit the sites to assess the readiness of the site for installation. A report in this respect shall be submitted to Election Department.
- b) The Client is solely responsible for the site preparation, if any, before the scheduled installation dates.

- c) After successful Installation, commissioning and completion of the delivery to the User Department at different locations, the Bidder must obtain signed Delivery Challan in the specified format in Appendix-8.
- d) The details of the representatives responsible for attending the services at each client site, name and designation of the contact person and centre in-charge, higher level in-charge who is responsible to oversee the service centres, person to whom complaints can be made, in case the service provided to any centre, is not satisfactory and the contact numbers of the responsible person, fax, mobile numbers & email address must be provided well in advance to the Election Department.
- e) In the event of non-acceptance of the items delivered to the Election Department, the Successful Bidder shall immediately report to the concerned Nodal Officer for suitable directions.
- f) If there is any cancellation of the event after issuing the work order, it will be intimated within 24 Hours' time in advance.
- g) The quantity mentioned in the Tender document is tentative only. Payment will be released based on the quantity used at the site and the same has to be attested by Election Department.
- h) The Successful Bidder shall be liable and / or responsible for the compliance of all Statutory Provisions and especially those relating to Labor Laws in respect of this Contract.

8.5 Sample Submission

- a) For each item quoted in the Tender, if required by Election Department, the samples shall be submitted for testing the specification of the items by Election Department within two days from the date of intimation.
- b) If required by Election Department, Samples are to be arranged by the Bidders for Evaluation either at Election Department or

anywhere in Imphal.

9. Payment Clause

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

- a) Signing of Contract
- b) Signing of Non-Disclosure Agreement (**Appendix-5**) by all the persons involved in the assignment
- c) Submission of an irrevocable Bank Guarantee of the Contract amount in the format (**Appendix-2**) specified to the Client.

The following would be the Milestones and Payment

#	Milestone	Approval	By Date
1.	Inception Report Submission	By CEO	Within 7 days of receiving Work Order
2.	Training Documents and Multimedia content	By CEO	P - 14
3.	One Trial run and satisfactory Certificate	By CEO	P - 7
4.	Completion of installation of tracking device on requisitioned vehicles and setting up of helpdesk at CEO and DEO offices	By CEO and DEOs	P - 4
5.	Submission of all other project deliverables and final report	By CEO	Within 30 days after the completion of monitoring of Vehicles

There will be deduction of Payment for Milestones in the following Manner

For each % violation in the Service Level Agreements, deductions shall be made as in the defined SLAs in the Scope of Work section.

No advance Payment will be made.

100% of the total cost will be paid by the **Client** after deducting TDS as applicable within one month on the Successful Completion of the event and after duly certified by the Election Department. Bills will be honored within one month after submission along with all supporting documents in complete shape.

Payment will be released based on the quantity used at the site and the same has to be attested by Election Department.

Penalty amount, if any, will be adjusted in the payment due to the successful bidder.

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

Successful Bidder shall have exclusive liability for remittance of Taxes to State and Central Governments as per the Statutes/Act ruling now or hereinafter enforced.

10. Penalty Clause

Inability of the proposed solution and setup to deliver the required functionality with quality of service as expected may result in breach of contract and shall invoke the penalty clause.

The Service Level Agreements are given in the Scope of Work.

The contract may be cancelled and penalty towards the damages, if any, may be recovered from the bidder in case of breach at the discretion of the Client. The penalty does not cover disruption due to power/internet connection.

A penalty will be levied as detailed below.

Penalty for the delay in the transmission of the data feed from the

Vehicles:

The Successful Bidder shall ensure 95% uptime of the tracking device, during the monitoring period, failing which the following charges will be levied which will be deducted from the pending payments due to the bidder.

%	Penalty
95% to 100%	0%
90% to 94.9%	10%
80% to 89.9%	25%
70% to 79.9%	50%

If the bidder fails to achieve 95% or more uptime, the bidder would be asked to rectify the same within 60 minutes. If this is not possible, it shall be deemed as **event of default** and subsequent deductions shall be made as per the defined SLA.

11. Responsibilities of the stake holders

A) Responsibilities of the Successful Bidder:

1. Prepare a Project Plan in Consultation with the Nodal officer.
2. Enter into Contract with the Election Department.
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 the nodal officer within 15 days from the date of signing of the contract.
6. Conduct of trial runs to see that the tracking from the identified vehicles goes through smoothly without any bottlenecks and rectification of the same where necessary.
7. Conduct of live run to see that the vehicle tracking from the identified vehicles goes through smoothly without any bottlenecks.
8. Provide all tracked vehicle wise log details of live video streams with down time/uptime.
9. On completion of the Election Process, Handing over of the transmitted data to the Client along with the software in a suitable backup devise to view the same as and when required.

B) Responsibilities of the Client (Election Department)

1. Issue of Work order and signing of contract agreement with the successful bidder.
2. Appoint a nodal officer a dedicated person as a single point of contact to monitor the project.
3. Listing of vehicles to be tracked as applicable.
4. Conducting the acceptance testing in advance for the system prior to commencement of monitoring of vehicles.
5. Ensure the safety and security of the devices, Internet connectivity and other items delivered by the client at respective locations.

6. Provision of power, furniture and other resources to the bidder, towards the operation of the Vehicle Management Software to transmit the tracking data on the scheduled dates.
7. Issue of Election Duty Certificate (EDC) to the manpower posted by the bidder
8. Provision of Internet connectivity at the control centers at the Offices of State and District Offices.
9. Help the bidder during the conduct of the trail and actual runs.
10. Facilitate the bidder to ensure that the Internet service provider extends the good support in the performance of the connectivity during the elections process.
11. Release of payments as per the satisfactory completion of the work.

12. Exit Clause

Before the end of the contract and after the completion of the monitoring of vehicles within 4 days in each case, the bidder has to hand over the following:

- The complete recording of the monitoring exercise in video/audio format in HDDs of 1 TB capacity in 2 numbers or more, with software to view the details as and when necessary.

Appendix-1 Model Form of Contract

(To be executed on a Rs. 20/- Non-Judicial Stamp Paper bought in Manipur by the Successful Bidder for the Tender for Vehicle Tracking and Management System for Movement of EVM & VVPAT, Lok Sabha Election, Manipur - 2019) **(NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER).**

This Contract entered into this _____ day of _____ 2019 at Imphal between The Governor of Manipur represented for and on his behalf by The Principal Secretary, Election Department, Government of Manipur, Election Office, Lamphelpat, Imphal-795004, _____ being the _____ service recipient hereinafter referred to _____ as the **Department**, (Which expression shall unless repugnant to _____ to the context or meaning thereof include its successors and assigns) of the First part and M/ s. _____ hereinafter referred to as the „Successful Bidder“ (Which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the Second part.

Whereas Election Department has invited a tender vide Tender Ref. **5/ELEC/VTMS/LS-2019** for **Vehicle Tracking And Management System for Movement of EVM & VVPAT, Lok Sabha Election, Manipur - 2019** and real time transmission of the same, the Successful Bidder herein has been selected in the Tender for execution of the work as detailed in the Tender Documents.

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

- 1) This Contract shall remain in force during the Contract period of **6 months** from the date of signing. The Department may terminate this contract at the risk and cost of the Successful Bidder, where Successful Bidder is in material

breach of the terms and conditions of this contract and fails to remedy that breach on 5 days of written notice from the Department. Termination of this contract by the Department will not relieve the Successful Bidder of his liability as agreed.

The Successful Bidder agrees to complete the deliverables specified in the Tender within the stipulated period prescribed by the Department at the cost agreed upon between the Successful Bidder and the Department. This cost is firm and not subject to enhancement.

2) The Successful Bidder agrees to deliver the services as specified in the Tender within the stipulated period prescribed at the cost given in **Appendix -11. This cost is firm and not subject to enhancement. The bidder is expected to start the tracking operations by **Poll Day – 4 days**, with all necessary infrastructure required for the smooth running of this monitoring exercise in place. The bidder is expected to complete the installation of tracking device on election requisitioned vehicles by **Poll Day – 4 Days**.**

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

4) **Force Majeure:** Neither Election Department nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:

- Natural phenomena including but not limited to earthquakes, floods and epidemics.
- Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

- Non holding of Polls in selected booths and decision of Election Commission of India not to have live recording.

5) The Tender documents in relation to this Tender issued for Vehicle Tracking and Management System for Movement of EVM & VVPAT, Lok Sabha Election, Manipur - 2019, shall be deemed to form and be read and construed as part of this Agreement. The Tender enclosures, the offer submitted by the Successful Bidder, the negotiated and finalized Terms and Conditions and the Work Order respectively will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the Tender document, the final negotiated offer conditions shall prevail over the tender conditions furnished by the Successful Bidder.

6) Liquidated Damages (LD):

A penalty will be levied at the rate of 25% per vehicle per day, on the value of the work pertaining to the day of the event, if the installation is not completed in full within the stipulated time. The delivery period will effect from the date of receipt of confirmed consignee address. If such failure happens for more than two occasions, apart from forfeiting the Security Deposit paid by the Successful Bidder, such performance may entail black-listing of the Successful Bidder.

7) Penalty for non-fulfillment of Tender conditions:

A penalty for non-fulfillment or non-observance of tender conditions indicated in the tender clauses, will be levied at 25% of the total value of the work order.

8) Payment Terms:

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

- a) Signing of the Contract.
- b) Signing of the Non-Disclosure Agreement (**Appendix-5**) by all the

persons involved in the assignment.

- c) Submission of an irrevocable Bank Guarantee of the Contract amount in the format (Appendix-2) specified to the Client.

The following would be the Milestones and Payment:

#	Milestone	Approval	By Date
1.	Inception Report Submission	By CEO	Within 7 days of receiving Work Order
2.	Training Documents and Multimedia content	By CEO	P - 14
3.	One Trial run and satisfactory Certificate	By CEO	P - 7
4.	Completion of installation of tracking device on requisitioned vehicles and setting up of helpdesk at CEO and DEO offices	By CEO and DEOs	P - 4
5.	Submission of all other project deliverables and final report	By CEO	Within 30 days after the completion of monitoring of Vehicles exercise

There will be deduction of Payment for Milestones in the following Manner

For each % violation in the Service Level Agreements set forth, deductions shall be made as per the SLAs defined.

No advance Payment will be made.

100% of the total cost will be paid by the Client after deducting TDS as applicable within one month on the Successful Completion of the event and after duly certified by the end user. Bills will be honored within one month after submission along with all supporting documents in complete shape.

Payment will be released based on the quantity used at the site and the same to be attested by the end user.

Penalty amount, if any, will be adjusted in the payment due to the successful bidder.

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

Successful Bidder shall have exclusive liability for remittance of Taxes to State and Central Governments as per the Statutes/Act ruling now or hereinafter enforced.

9) Penalty Clause:

Inability of the proposed solution and setup to deliver the required functionality with quality of service as expected may result in breach of contract and shall invoke the penalty clause.

The Service Level Agreements are given in the Scope of Work. Deductions shall be made as per the defined SLA.

The contract may be canceled and penalty towards the damages if any, may be recovered from the bidder in case of breach at the discretion of the Client. A penalty will be levied as detailed below.

9.1 Penalty for the delay in the transmission of the data feed from the tracked vehicles:

The Successful Bidder shall ensure 95% uptime of the data feed from each identified vehicle using the Vehicle Management Software, during the monitoring exercise, failing which the following charges will be levied which will be deducted from the pending payments due to the bidder.

%	Penalty
95% to 100%	0%
90% to 94.9%	10%
80% to 89.9%	25%
70% to 79.9%	50%

If the bidder fails to achieve 95% or more uptime, the bidder would be asked to rectify the same within 60 minutes. If this is not possible, it shall be deemed as **event of default** and subsequent deductions shall be made as per the defined SLA.

10) Any notice from one party to the other given or required to be given hereunder shall be given by either:

- a) Mailing the same by registered mail, postage prepaid, return receipt requested; or
- b) Having the same delivered by courier with receipt acknowledged at the address set forth above or with other addresses and to the attentions of such other person or persons as may hereafter be designated by like notice hereunder and any such notice shall be deemed to have been served if sent by post on the date when in the ordinary course of post, it would have been delivered at the addresses to which it was sent or if delivered by courier on the date of acknowledgment of receipt.

11) In case of breach of any of the conditions of the contract by the Successful Bidder during the contract period, Election Department reserves the right to recover costs/ liabilities arising directly due to such breach from the Successful Bidder. The total liability, however arising, of the Successful Bidder under the contract is limited to that amount payable to the Successful Bidder by Election Department under the contract.

12. Termination of Contract**Termination for default**

- a) The Department may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of seven days, sent to the Successful Bidder, terminate the contract in whole or part,
 - (i) if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by the Department (or)
 - (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract (or)
 - (iii) If the Successful Bidder, in the judgment of the Department, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

- b) In the event of terminating the Contract in whole or in part, the Department may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to the Department for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

Termination for Insolvency

The Department may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Department.

Termination for Convenience

The Department may by written notice, with a notice period of 7 days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Department's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

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

14. The Department reserves the right to cancel the order(s) and to terminate the contract in the event of short performance or nonperformance of the Successful Bidder.

15. Arbitration Clause:-

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the Chief Electoral Officer, Election Department.

If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the Chief Electoral Officer, Elections Department. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same; otherwise, he shall proceed de novo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.

The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

16. Subject to the above, the Courts at Imphal alone shall have jurisdiction in the matter.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

For and on behalf of Successful Bidder	For and on behalf of the Governor of Manipur
1) Witness	
2) Witness	

Appendix-2 Bank Guarantee Format

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

To

The Chief Electoral Officer,
Lamphei, Imphal, Manipur
– 795004

Bank Guarantee No:

Amount of Guarantee:

Guarantee covers from:

Last date for lodgment of claim:

This Deed of Guarantee executed by(Bankers Name & Address)
having our Head Office at.....(address) (hereinafter referred to as
“the Bank”) in favour of The Chief Electoral Officer, Manipur ,Lamphei,
Imphal, Manipur – 795004. (Hereinafter referred to as “the Beneficiary”) for
an amount not exceeding Rs./- (Rupees_____Only) as per the
request of M/s.

_____having its office address at _____

(hereinafter referred to as “ Service Provider”) against Letter of Acceptance
reference_____dated / / ___of Election Department, Manipur.

This guarantee is issued subject to the condition that the liability of the Bank
under this guarantee is limited to a maximum Rs._____/ -
(Rupees_____Only) and the guarantee shall remain in full
force up to _____months from the date of Bank Guarantee and cannot
be invoked otherwise by a written demand or claim by the beneficiary under
the Guarantee served on the Bank before _____months from the date of Bank
Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the
Successful Bidder shall furnish you with a Bank Guarantee by a Scheduled/
Nationalised Bank for the sum specified therein as security for compliance with the
Successful Bidder performance obligations for a period in accordance with

the contract.

AND WHEREAS, we have agreed to give the Successful Bidder a Guarantee.

THEREFORE, we (Bankers address)....., hereby affirm that we are Guarantors and responsible to you on behalf of the Successful Bidder up to a total of Rs._____/-(Rupees_____)Only) and we undertake to pay you, upon your first written demand declaring the Successful Bidder to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs._____/-(Rupees_____)Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Service Provider.

This Guarantee is valid until ___months from the date of Bank Guarantee.

Notwithstanding, anything contained herein. Our liability under this guarantee shall not exceed Rs._____/-(Rupees_____)Only). This Bank Guarantee shall be valid up to ___months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before_____.

In witness whereof the Bank, through its authorised Officer, has set its, hand and stamp on this at_____.

Witness:

(Name in Block Letters)

(Signature)

Appendix-3 Format for Clarifications / Amendments

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

FOR COMMERCIAL CONDITIONS:

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

FOR TECHNICAL SPECIFICATIONS:

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

Appendix 4 Bio data of Monitoring duty manpower

The CVs of all the personnel being deployed should be provided as per the format given below.

Sl.no	Description	Details to be provided
1	Name	
2	Date of Birth	
3	Permanent Address	
4	Criminal or Civil Record details if any	
5	Mobile no.	
6	Educational Qualifications	
7	Experience	
8	Email Address	
9	Copies of Identity cards given below	
10	Passport No	
11	Driving License No	
12	PAN Card No.	
13	Aadhaar Card No.	
14	Address during last 10 years	
15	Assembly Constituency from	

Appendix 5 Non-Disclosure Agreement

To

The Chief Electoral Officer,
Lamphei, Manipur –795004

Sir,

Sub: Non –Disclosure agreement.

Format will be provided by Election Department later when required

Due to security reasons, the Consultant is required not to disclose that they are bidding for this assignment, or in any way disclose that they are performing this assignment to any third party without the consent of the Nodal Officer or the Contracting Authority. Each of the Consultant Personnel will also be required to sign a Non-Disclosure Agreement with the Client and there may be civil and criminal penalties in case of breach of the agreement.

Appendix-6 Technical Bid

A1.1 Check-list for Enclosures

S.No	Documents to be Submitted	Fill (Yes or No)
1	Filled Tender Technical Bid form and Price Bid Form	
2	Payment of EMD Amount	
3	Two part Bid submission	
4	Letter of Authorisation /Power of Attorney for signing the Tender document	
5	Report on the Architecture design of the Network and the plan of execution of the project on the entire monitoring exercise	
	Eligibility Criteria	
6	Certificate of Incorporation as per clause 4.1(a)	
	Copy of Purchase/Work orders received on or before 01.02.2019 and Completion Certificate received from the Customers as per clause 4.1(b)	
7	Original Consortium agreements as per clause 4.2	
8	Copies of Balance sheet and Profit & Loss Account for the Last 3 Audited Financial Years (2015-16,2016-17, 2017-18) as a Proof for turnover as per clause 4.3(a)	
9	Copies of Net worth Certificate for the period of last three years as per clause .4.3(b)	
10	Copy of the Letter of Undertaking as indicated in the tender document vide page no.9	
11	Copy of ISO 9001:2008 certificate	
12	Technical Specifications Compliance Statement as per Appendix-7	
13	GST Incorporation and GST Invoice for the last financial year	
14	Work Orders for IT Project Implementation worth atleast 20 lakh in the last 3 years	
15	Availability of Manpower in the State of Manipur and Outside Manipur	

A 1.2 Profile of the Bidder

		Prime Bidder	Consortium Bidder -1
1.	Name of the Company		
2.	Year of incorporation		
3.	Nature of the Company (Registered Company or Partnership or Proprietary)		
4.	Registered Office Telegraphic Address		
	Office Telephone Number		
	Fax Number		
	Contact Person Name		
	Contact person Telephone Number		
	Email Address		
5.	Name of Local Presence at Imphal		
	Telegraphic Address		
	Office Telephone Number		
	Fax Number		
	Contact Person Name		
	Telephone Number		
	Email Address		
6.	Registration Details		
	Permanent Account Number		
	VAT Registration Number		
	CST Registration Number		
	Service Tax Registration Number		
7.	Banker's Name, Address and Account Number		
8.	ESI Registration No. and ESI Remittance details for last 3 years		
9.	PF Registration No. and PF Remittance details for last 3 years.		

Important Note:

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

A 1.3 Details in support of Eligibility Criteria

SI.No.	Description	Details to be furnished with Proof/Page no. to be indicted with Flags
1	The Bidder should be a Registered entity with Department of Taxation/ Registrar of Companies Registered in India under the Indian Companies Act 1956 or 2013 as per Clause 4.1	
2	a) Consortium of Bidders is allowed with maximum of two partners. b) One of the partners shall be designated as Prime Bidder and such partner shall be a Registered Company/Society in India and existing for the past 2 years c) No partner of a Consortium should Bid individually or be a partner of another Consortium.	
3	Bidder (including consortium partner, if any) should have average annual Turnover of Rs.1 Crore for last 3 years as per clause no.4.3	
	2015-16	
	2016-17	
	2017-18	
4	Self-declaration certificate for black listing as per clause 4.7	
5	Report on the Architecture design of the Network and the plan of execution of the project on the monitoring of Vehicles for Election Duty	
6	Technical Specifications Compliance Statement as per Appendix-7	
7	ISO 9001:2008 Certificate	
8	GST Certificate and GST Invoice for the last financial year	
9	Relevant Work Orders for IT Project implemented	
10	Availability of manpower in the State of Manipur and Outside Manipur	

Appendix-7 Technical Specifications
A1 Specifications for device to be installed on vehicles:

SI No	Description	Details	Compliance: Yes/No
1	Device Construction	Full body metal/alloy or hardened plastic construction.	
2	Tracking Technology	GPS or GLONASS	
3	Storage	As applicable	
4	Weather Proof	IP6(Dust Proof) and IP7/8 (Water Proof) is desirable.	
5	Power Supply	Power supply for the tracking device	

A2. Specifications for 48” LED TV:

Sl. No	Descriptions	Compliance Yes/No
1	<p>48 inch display with floor stand /Slanting stand for dais with The following accessories:</p> <p>15 meter HDMI& C-Video cable Should have the following inputs (S-video, C-Video, HDMI & PC VGA input) Should have composite video & PC VGA out Should have 20W speaker output Should come with remote control</p>	

A3 Specifications Internet Connectivity:

Sl. No	Descriptions	Compliance Yes/No
1	<p>Wireless connectivity with minimum of 1 Mbps speed From a reputed service provider with good coverage on the tracking device</p>	
2	<p>Wireless connectivity with minimum of 5 Mbps speed From a reputed service provider with good coverage at the location of monitoring center at DEO Offices</p>	

A4 Declaration:

I/We agree that the offer shall remain open for acceptance for a minimum period of 180 days stipulated in the Tender or such other period prescribed by Election Department from the date of opening of the tender and thereafter until it is withdrawn by us by notice in writing duly addressed to the authority of opening the tender and sent by registered post with acknowledgement due or otherwise delivered at the office of the authority.

The EMD amount shall not bear any interest and shall be liable to be forfeited to Election Department should I/We fail to abide by the stipulations to keep the offer open for a period mentioned above or fail to sign and complete the contract document as required by Election Department and furnish the Security Deposit as specified in the terms and conditions of the contract. The EMD amount may be adjusted towards SD or refunded to me/us unless the same or any part thereof has been forfeited as aforesaid.

I/We agree to adhere with the schedule of implementation and deliver the items as specified in the tender.

I/We declare that the Price bid has been submitted without any conditions and strictly as per the Terms and Conditions of the tender document and I/We am/are aware that the Price bid is liable to be rejected if it contains any other conditions.

I/We declare that the information furnished in the tender is true to the best of my/our knowledge. If any false/fictitious information is found I/We agree to the rejection of the bids and consequence action.

Appendix – 8 Form for the Delivery of Equipments

Date of Submission: dd/mm/yyyy

Vendor Name :

Vendor Address :

Tender No :

Sample Submitted on :

Tender Product SI.No :

Sl. No	Item No in the Tender	Item Description	Make	Model	Sl. No of the Item

VENDOR

Certifying Agency

Bidding Company Name

Name & Designation of the Person receiving the Sample

 Signature of the Representative
 Name :
 Designation:
 Contact No :

 Signature
 Name :
 Designation :
 Contact No :

**Appendix – 9 List of Infrastructure requirements to be provided
by the bidder**

A) On Vehicles:

SI.No	Description	Qty
1	Tracking Device	1 No
2	Internet connectivity with 1 mbps speed	1 No
3	Adequate Power Supply	1 No

B) At District office:

SI.No	Description	Qty
1	LED TV 48 "	1 Nos
2	Device as per the specs	1 No
3	Internet connectivity with 5 mbps speed	1 No
4	Manpower	2 No

C) At CEO Office:

SI.No	Description	Qty
1	LED TV 48 "	1 Nos
2	Device as per the specs	1 No
3	Manpower	2 Nos

Appendix – 10 Price Bid

Tender Ref no. :5/ ELEC/ VTMS/LS- 2019

Tender for Vehicle Tracking And Management System for Movement of EVM and VVPATs. Lok Sabha Election. Manipur 2019

Sl.no.	Item Description	Unit Rate (Rs.) (A)	Quantity (B)	Value © C=A*B	Tax (%) (D)	Total Taxes (Rs.) (E) E= C*D/100	Total (F)=C+E
1	Vehicle Tracking: Tracking of vehicles by installing a tracking device on the vehicle, with its own power supply and internet connection		305*				
2	Supply of 48" LED TV District Offices during the monitoring exercise with internet connection		11				
3	Supply of 48" LED TV at CEO Office during the monitoring exercise		1				
4	Vehicle Management System Software		1				
5	Mobile App		1				
6	EVM Control Room Personnel (2 per district and 2 at CEO Office)		24				
	Grand Total (G)						

* Quantity (B) is only for weightage purpose for calculating financial bid. Actual numbers may vary.

Appendix – 11 Letter of Undertaking

To

The Chief Electoral Officer,
Lamphel,
Manipur-795004

Sir,

Sub: Undertaking for non-retention of recorded data gathered from Vehicle Tracking and Management System for Movement of EVM & VVPATs, Lok Sabha Election, Manipur - 2019 - Reg.

Ref: Tender No. 5/ELEC/VTMS/LS-2019, Dated _____

I/We----- hereby confirm that our Company has not retained any copy / copies of the data recorded from the Vehicle Tracking And Management System for Movement of EVM & VVPATs, Lok Sabha Election, Manipur - 2019. I/We-----state that all local data gathered from this project has been destroyed.

I/We ----- certify that we are liable and responsible for any disputes arising out of intellectual property rights and punishable for violating any penal codes.

In case of violation of any of the conditions above, I/We . Understand that I/ We are liable to be blacklisted.

Yours faithfully

for _____

Name, Signature

Designation

Seal

-
- The Quantity to be used during the monitoring of Vehicles will be intimated to the successful bidder at a later point in time.

Note:

- 1) The Grand total amount (G) will be evaluated to arrive at the Lowest Price (L1 Price)
- 2) The bidder with the highest cumulative (H1) score shall be recommended for selection.
- 3) The Bidder shall submit the offer by filling up all the columns against each item. Bids with blank columns are liable for rejection.
- 4) Bidders should quote for all the items in the package.

APPENDIX – 13**Technical Evaluation Sheet for selection of agency for Vehicle Tracking and Management System for Movement of EVM & VVPATs, Lok Sabha Elections, Manipur - 2019**

Criterion	Marks Allotted	Marks Obtained		
		Agency 1	Agency 2	Agency 3
Average Turnover in the last 3 Years(2015-16,2016-17,2017-2018)	Maximum 10 marks [1 - 2 Crore – 5 marks, 2.1-3 Crore – 7 marks, >=3 Crore - 10 marks]			
No. of IT projects taken up in the last 3 years(worth atleast 20 lac)	Maximum 20 marks [1 – 4 marks, 2 – 7 marks, >=3 - 10 marks]			
Manpower availability in the state of Manipur and outside Manipur	Maximum 10 marks [M=50/O=50 – 5 marks, M=51 to 100/O=51 to 100 – 8 marks, M=101 to 150/O=101 to 150 – 10 marks]			
Demo of Vehicle Tracking solution Shown to CEO[Off the list of vehicles provided in the tender document]	Maximum 15 marks [3.75 marks for each vehicle]			
Demo of Mobile App and Web based software	Maximum 15 marks			
TOTAL	70			