

**STATE ELECTION COMMISSION, U.T., CHANDIGARH,**  
**NEW DELUX BUILDING, SECTOR-17 E, CHANDIGARH.**

No. 4/3(TN)/SEC/CHD/11/432

Dated:-04.11.2011

Open Tenders are hereby invited by the Commission from the reputed Firms/companies having proven experience/capabilities of election related work OR other similar nature work done in the past, for providing vehicles (Taxi Cars) of following descriptions on hire on day to day requirement basis in Chandigarh for the smooth conduct of MCC Elections 2011 to be held in the month of December, 2011:-

<b>Taxi Cars</b>
<b>Mahindra Bolero(Non-AC), Indica (non AC), Indigo(AC),Tata sumo/Quallies/TaVera (Non AC), Ikon Ford (AC),Innova(AC), Honda City(AC)</b>

**OTHER IMPORTANT DATES**

1	Date of publication of tender	5.11.2011
2.	Date of Submission of tender alongwith EMD Rs.30,000/- (Rupees thirty thousand only) and all other documents.	Start on 5.11.2011 at 9.00 A.M. Closing on 11.11.2011 at 3.00 P.M.
3	Opening of Bids	11.11.2011 at 3.30 P.M.

1. Bidder shall have to submit their bids in two bid system.
2. Bidders are requested to attach all the relevant documents with the technical bid.
3. The tender form may be obtained from the Cashier of the State Election Commission, Room No.30, Ground Floor, New Deluxe Building, Sector 17-E, Chandigarh on any working day during office hours against the payment of Rs. 100/- (Rupees one hundred only).Tender documents may also be downloaded from the website [www. mcchandigarh.gov.in](http://www.mcchandigarh.gov.in) and the tender cost of Rs.100/- in shape of demand draft in favour of State Election Commissioner, U.T., Chandigarh payable at Chandigarh may be submitted along with the bid.
4. The right to accept or reject any or all the tender(s) is/are reserved.
5. The Financial bid shall be opened only of those Bidder(s), who qualifies in the Technical Bid.
6. Corrigendum/addendum to this tender, if any will be uploaded on the website mentioned above.

Secretary,  
State Election Commission,  
Chandigarh.

**STATE ELECTION COMMISSION, U.T.CHANDIGARH  
NEW DELUX BUILDING, SECTOR 17-E,  
CHANDIGARH.**

**TENDER FORM**

1. Name of item For providing vehicles (Taxi Cars) of following descriptions on hire on day to day requirement basis in Chandigarh for the smooth conduct of MCC Elections 2011 to be held in the month of December, 2011

S.No. of Tender Form \_\_\_\_\_

Earnest Money Rs. 30,000/-  
(Rs. Thirty Thousand only)

Cost of Tender Form Rs. 100/-  
(Rs. One hundred only) (non- refundable)

Date of Issue\_\_\_\_\_

Signature of Issuing Officer

2. Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

3. Telephone No. (Res.)\_\_\_\_\_ (Mobile No..)\_\_\_\_\_ (Fax No. (if any) \_\_\_\_\_

4. Description of Firm : - Proprietorship/Partnership/Private Company/Public Company/Other.

5. Registration No. i) Income Tax( PAN No.)\_\_\_\_\_

ii) Service Tax No. \_\_\_\_\_

**Attach copies of proof duly self attested in support of i) & ii) in technical bid envelop**

5. Name of person authorized to represent the firm

\_\_\_\_\_

Signature of the tenderer  
along with rubber stamp

**CHAPTER – 1**  
**SCOPE OF WORK**

**Providing vehicles (Cars Taxi) of following descriptions on hire on day to day requirement basis for the smooth conduct of MCC Elections 2011:**

<b>Cars(Taxi)</b>
<b>Mahindra Bolero(Non-AC), Indica (non AC), Indigo(AC),Tata sumo/Quallies/Tavera (Non AC), Ikon Ford (AC),Innova(AC), Honda City(AC)</b>

**INSTRUCTIONS TO BIDDERS**

**Read carefully before applying for open tendering**

**1. General**

- 1.1 Bids are invited in two bid system i.e. Technical bid and Financial bid from the firms having proven experience/capabilities of election related work OR other similar nature work done in the past.
- 1.2 Firms are advised to study the document thoroughly. Submission of technical bids and financial bids shall be deemed to have been done after careful study and examination of the technical bids and financial bids document with full understanding of its implications.
- 1.3 It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract. No request for the change of charges or given time schedule of providing of vehicles shall be entertained, on account of any local condition or factor once the offer is accepted by the Commission.
- 1.4 The Commission reserves the right to relax any of the terms and conditions in the Govt. interest.
- 1.5 No conditional/optional bid shall be accepted and Bidders shall not be permitted to alter or modify their bids after expiry of the last date for receipt of Bids.
- 1.6 The State Election Commission reserves right to vary level of work at the time of placement of Supply Order/Signing of Contract.

- 1.7 The State Election Commission reserves the right to modify the work to be allotted to the firm which includes the locations.
- 1.8 The State Election Commission reserves the right to accept any bid, and to annul the bid process and reject all bids at any time, without assigning any reason, prior to placement of supply order/signing of contract.
- 1.9. Printed terms and conditions of Bidder shall not be considered as forming part of their Bids.
- 1.10 Bidder must state categorically whether or not his offer conforms to all the tender terms and conditions. If there is a variation in any of the terms and conditions, the extent of variation and the reasons thereof shall be clearly mentioned in the technical bid.
- 1.11 Bidder must state categorically whether or not his offer conforms to the requirement given BOQ(Bill of Quantity).
- 1.12 Bidder must have understood that to whom contract is assigned have to complete the work to the full satisfaction of the State Election Commission.
- 1.13 Bidder who will quote all the vehicles as defined in the tender will be eligible for this tender. Any bid which have partial quote for a specific vehicle only or supply of only few vehicles will be rejected.
- 1.14 Bidder is bound to comply with all the legal formalities, obligations and statutory requirements as per law of the land.
- 1.15 The tenderer must have capacity/sufficient fleet of above mentioned vehicles. He will not be allowed to delegate/transfer/assign his contract OR part thereof to some other party to the disadvantage of this Commission.
- 1.16 The State Election Commission has full right to accept or reject in part or any or all the tenders without assigning any reason and also to cancel the order at any time. Firm will have no right to claim any loss/damages etc. on cancellation of supply order.
- 1.17 The State Election Commission reserves the right of placing order for all vehicles or some vehicles as per requirements to one or more contractors at the approved lowest rates.
- 1.18 The State Election Commission will not be responsible for any delay in submission of the Bids due to any reason whatsoever.

- 1.19 In case, the date of receipt/opening of tender is declared or happens to be a public Holiday, the tenders will be received/opened on the next working day at the stipulated time.
- 1.20 The firm must have the capacity of supplying more than 10(ten) Taxi Cars along with the driver at a time on call during the election process at Chandigarh.
- 1.21 The vehicle having valid permit/Registration/insurance along with the driver having valid driving license will have to report in the State Election Commission's Office as per requirement/directions.
- 1.22 No increase in quoted price due to any reason will be allowed during the validity of the tender.
- 1.23 The approved contractor(s) shall also bear the cost of all expenses viz., POL, Depreciation, taxes, etc.
- 1.24 The contractor shall be asked to supply any vehicle at any point of time or place as intimated by this Commission/ an officer authorized to do so.
- 1.25 Bidder is bound to comply with all the legal formalities, obligations and statutory requirements as per law of the land.
- 1.26 The bidder must have capacity/sufficient fleet of above mentioned vehicles. He will not be allowed to delegate/transfer/assign his contract OR part thereof to some other party to the disadvantage of this Commission.
- 1.27 The vehicles so supplied should be fully insured, having sufficient fuel and also have all relevant documents.
- 1.29 The successful bidder will give a certificate to the effect that the rates so charged are not higher than those charged to any other Govt. department during the period of contract.
- 1.30 The rates quoted by the bidder shall be inclusive of all taxes and levies.
- 1.31 The rates quoted should be for 80 Km/8 hrs with rate for extra kms/hrs.
- 1.32 It will be the responsibility of the driver of the vehicles to get the Log Book/duty slip signed from the officer(s) concerned.
- 1.33 In case the log book or Duty slip is found having overwriting/cutting, the bill submitted against such duty slip will not be entertained.

## **2. Schedule of Tender:**

- 2.1 Bidder has to submit Tenders in two bid system only.
- 2.2 The bids through open tendering process can be submitted till 11.11.2011 up to 3.00 PM
- 2.3 The Technical bids will be opened on 11.11.2011 at 3.30 PM.
- 2.4 After evaluation of the Technical bids along with documents as proof submitted by the vendors, the short-listed Bidders will be intimated. The decision of the committee on technical suitability of the offer shall be final and shall not be open for discussion.
- 2.5 Financial bids of the only short-listed Bidders who qualify the technical criteria will be opened.

## **3. Bidder Qualification:**

- 3.1 The "Bidder" as used in the document shall mean the one who has signed the Bid Form. The Bidder may be either the Company/firm/Proprietor having required experience in this field.
- 3.2 Bidder must have proven experience/capabilities of election related work OR other similar nature work done in the past. (Attach copy of supply orders received). The annual turnover of the firm should not be less than of Rs. 20 lacs. The State Election Commission, U.T., Chandigarh has full power/authority to take into account the past performance, reputation, suitability/capabilities of execution of work before awarding the contract.
- 3.3 Bidder must have PAN/Service Tax Number.

## **4. Bid Security (Earnest Money):**

- 4.1 Bid **Security (Earnest Money) amount for 30,000(Rs. Thirty thousand only)** in the form of Account Payee Demand Draft, Fixed Deposit Receipt, from any of the financial banks, in the name of State Election Commissioner, Chandigarh. Original documents w.r.t. Earnest money along with tender must be deposited in the O/o **State Election Commission, Sector 17, Chandigarh** well before closing date.
- 4.2 The Bid Security (Earnest Money) shall be valid for a period of 6 months from the date of opening of the Bid by the Commission.

No interest will be payable by the Commission on this amount.

4.3 The Bid Security (Earnest Money)/Performance security may be forfeited in the following cases:

- a) If a Bidder withdraws his bid during the period of bid validity; or
- b) In the case of the finally selected Bidder, if the Bidder fails:
  - i) to furnish Contract Performance Security in accordance with tender ; or
  - ii) If at any stage any of the information/ declaration is found false.

4.4 Bid Security (Earnest Money) in respect of the finally selected Bidder will be discharged upon the Bidder signing the Contract and furnishing the Contract Performance Bank Guarantee.

## 5. **Period of Validity of Bids:**

Bids shall remain valid for six months from the date of Bid opening. A bid valid for a shorter period may be rejected by the Purchaser as non-responsive. However, the validity of the contract period can be extended on mutually agreed terms and conditions.

## 6. **Bid Requirements:**

6.1 The Bidder must quote for all the vehicles

6.2 The Successful Bidder(s) shall be required to furnish **Contract Performance Bank Guarantee amounting to Rs. 1,00,000/- (Rs. One lac only)**. Contract performance Security has to be obtained from successful bidder irrespective of its registration status. The Performance security can also be furnished in the shape of Demand Draft, FDR from any Financial Bank.

6.3 Bidders must submit a list of their owners, partners, directors etc. and an undertaking in the shape of affidavit duly attested by Executive Magistrate/Notary Public to the effect that the firm is not blacklisted by any Government Department/Semi Govt. Deptt/Corporation. In case the name of bidder finds mention in the list of blacklisted firms by any Govt. Department/Semi Govt. Deptt/Corporation, said firm shall not be considered for this tender.

6.4 Bids received without Earnest Money will be rejected outrightly.

6.5 Conditional bids, bids sent through Telex/Fax and incomplete bids will be summarily rejected.

## **7. BID PRICES:**

7.1 The Bidder shall indicate per day rate for 80 Km/8 hrs with rate of extra km/hrs. of each vehicle as mentioned in the scope of work. The validity of these rates should be six months from the date of bid opening.

7.2 The hire charges should be quoted strictly in line with BOQ leaving no column blank whatsoever to avoid any ambiguity.

7.3 The bidder should ensure that all columns of the BOQ may be duly filled and no column is left blank. After opening of the price bid, no clarifications whatsoever shall be entertained by the Commission.

7.4 The vehicles asked to supply should be in good running condition. The Bidder is bound to supply the vehicles at the approved rates during the validity of the tender. If the charges of any vehicle are reduced due to any reason during the validity of tender, bidder will intimate the reduced hire charges immediately and will also charge reduced rates instead of rates quoted.

## **8. Contents of Bid:**

The Bids prepared by the Bidder shall comprise of the following two components: -

a) Technical Bid comprising of the following and to be filled on the format sheets provided in the Tender Document. This is mandatory:

- i) Documentary proof of having proven experience/capabilities of election related work OR other similar nature work done in the past.
- ii) Bidder(s) /partner (s) particulars and Undertaking of not black listing by any of the Govt. etc. in the shape of affidavit duly attested by the Executive Magistrate/Notary Public.
- iii) Bid Form
- iv) EMD in the shape of Demand Draft/Pay Order/Bank Guarantee/FDR in favour of State Election Commissioner, U.T., Chandigarh,
- v) Copy of PAN/Service Tax Number.
- vi) Copy of Balance sheet/income tax return of the last year.

b) Financial Bid in accordance with the formats provided for the BOQ (bill of quantity)

## **CHAPTER - 2**

### **CONDITIONS OF CONTRACT**

#### **1. Contract Performance Bank Guarantee:**

- 1.1 At the time of signing the contract, the **Company shall furnish a Contract Performance Bank Guarantee amounting to Rs. 1,00,000/-**(Rs. one lac only) from a Financial Bank. The Performance Security can also be furnished in the shape of Account Payee Demand Draft, FDR from any Financial Bank in an acceptable form.
- 1.2 The Contract Performance Security will be in the name of the State Election Commission, Chandigarh.
- 1.3 The Contract Performance Security should be valid for a period of **6 (six) months** from the date of assigning the rate contract. This will be released after 30 days of the successful completion of contract period.

#### **2. Payment Schedule:**

- 2.1 Generally, payment will be released after the completion of the election process. However, to meet with the day to day expenses bidder can claim the bills after the completion of the calendar month against the duly signed duty slips by the authorized Officer/Person of the Commission. No advance payment shall be made under any circumstances.

#### **3. Liquidated Damages:**

If the Supplier fails to provide the vehicles in time than Commission will arrange the same from the local market at the risk and cost of the supplier firm. Apart from this a fine of Rs. 1,000/- per day will also be levied.

#### **4 Termination for Default**

- 4.1 The State Election Commission, U.T., Chandigarh may without prejudice to any other remedy for breach of Contract, by 12 hours written notice of default sent to the firm and upon the Supplier's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:
  - (i) If the Supplier fails to provide the vehicles within the time period(s) specified in the requisition; or

- (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- 4.2 On termination of the Contract for default, the Performance security deposit of the Supplier will be forfeited and action will be taken to black list the Supplier.

## **5. Resolution of Disputes:**

In the case of dispute or difference arising between the State Election Commission, U.T., Chandigarh and the Bidder relating to any matter connected with this contract, the same shall be settled through amicable negotiations between a maximum of Two (2) officers nominated by the **competent authority of** State Election Commission, U.T., Chandigarh and Two (2) employees nominated by the Bidder, failing which, the dispute shall be submitted to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, and the Arbitrator's decision shall be final & binding. The language of arbitration shall be English. The venue of the conciliation and/or arbitration proceedings shall be in U.T., Chandigarh.

### **CHAPTER-3**

#### **DETAIL OF VEHICLES REQUIRED ON HIRE BASIS (FOR 80 KM/8 HRS WITH RATE FOR EXTRA KMS/HRS).**

<b>S.No.</b>	<b>Make of the Vehicle</b>
1.	Mahindra, Bolero(Non-AC)
2.	Tata Sumo/Quallies/Tavera(Non-AC)
3.	Indica (Non-AC)
4.	Ikon Ford (AC)
5.	Innova, (AC)
6.	Honda City (AC)
7.	Indigo (AC)

#### **Conditions.**

- 1. The tenderer must have proven experience/capabilities of election related work OR other similar nature work done in the past.**
- 2. The tenderer must have capable/sufficient fleet of above mentioned vehicles. He will not be allowed to delegate/ transfer/ assigned his contract to some party to the disadvantage of this Commission**

UNDERTAKING IN THE SHAPE OF AFFIDAVIT DULY ATTESTED BY  
EXECUTIVE MAGISTRATE/NOTARY PUBLIC

I/We undertake that:

The undersigned certifies that I/We have gone through the terms and conditions mentioned above and undertakes/ undertake to comply with the same. The rates quoted by myself/ our self are valid for six months from the date of opening of bid and binding upon me/ us after acceptance which can be extended for further period on mutually agreed terms and conditions.

I/We undersigned hereby bind myself/ our self to State Election Commission, Chandigarh to supply vehicles for or on behalf of the President of India during the prescribed period.

The vehicles shall be in good running condition as per the requirement of the Commission. The decision of the State Election Commission, U.T., Chandigarh as regard to the quality and kind of vehicles shall be final and binding upon me/us.

Earnest money deposited by me/us viz. Rs.30,000/-(Rupees thirty thousand only) in the form of \_\_\_\_\_ in favour of State Election Commission, U.T., Chandigarh, attached herewith shall remain in the custody of State Election Commission till acceptance of the tender is made known.

I/We shall forfeit to the President of India, the Earnest money/Contract performance security deposited by me/us should there be any delay occurring on my/our part. I/We or my/our agent in case failed to supply the vehicles at the appointed place and hour, State Election Commission officer may arrange them from other source and deduct the extra amount, if any, paid in connection there with from the bill submitted by me/us or performance security deposited by me/us.

6. The authorized Officer of the Commission, if deem it necessary to change of vehicle on being found not upto the mark, the same shall be replaced by me/us in time, to prevent inconvenience.

7. I/we hereby undertake to provide the vehicles during the validity of tender as per directions given in the order within stipulated period positively.

8. The condition herein contained shall form part of the agreement to be entered into or treated as, agreement itself of the description of State Election Commission, U.T., Chandigarh.

9. If I/we fail to supply the vehicles on demand immediately, the State Election Commission has every authority to compound or forfeit the earnest money/Contract performance security apart from imposing penalty of Rs.1000/- per day.

10. I/we declare that no legal/ financial irregularities involving the proprietor/partners/directors of the tendering firm/company is pending.

11. I/we undertake that the rates quoted by me/us when approved and accepted by the State Election Commissioner, will be valid for the period applicable. I/we undertake to supply the vehicles within specified period. I/we undertake to execute the order within stipulated period and if I/we fail to make the supply requisite number of vehicles during the stipulated period the necessary legal action can be taken by State Election Commissioner, Chandigarh.

12. I/We under take that the vehicles supplied are at the quoted rates.

13 I/We under take that no inquiry is pending or going against the firm.

14 I/We \_\_\_\_\_do hereby solemnly affirm and declare that the individual/firm/company is not black listed/prosecuted by any Central/State Governments/Union Territory/Departments/Officers/statutory Bodies/Autonomous Organizations/Research Institutes or any court of law and against any partner or share holder thereof directly or indirectly connection with or has any subsisting interest in business of my/our firm

Dated:

Signature & Seal of Bidder

**Annexure C-2**

**PERFORMA FOR BIDDER'S PARTICULARS  
(Enclose with Technical Bid)**

1. Name of the Bidder/Partner :
2. Address of the Bidder/Partner :
3. Name & address of the person :  
to whom all references shall be  
made regarding this tender enquiry.

Telephone Nos.

Land line :

Mobile :

Fax :

e-mail :

**Date:**

**Authorised Signatory**

With Company Seal

## Annexure C-3

### **BID FORM** **(Enclose with Technical Bid)**

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
To

Sir, \_\_\_\_\_

Having examined the Bid Documents of **TENDER for providing VEHICLES(Taxi Cars)**. We \_\_\_\_\_, offer to supply  
(Name of the firm )

Vehicles in conformity with the said tender provisions for sums as may be ascertained in accordance with the Schedule of Prices (BOQ) provided in the Financial Bid.

We undertake, if our bid is accepted, we will complete the proposed work as per requirement of the State Election Commission, U.T., Chandigarh.

We further undertake that, if our bid is accepted, we will obtain the Guarantee of a Financial Bank in a sum equivalent to Rs. 1,00,000/-(Rs. one lakh only) for the due performance of Contract.

I/We agree to abide by this bid for a period of six months from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. This bid together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We have noted the contents of **Contract Form** and agree to abide by terms and conditions in the same.

SIGNATURE AND SEAL OF BIDDER

## Annexure C-4

### CHECK LIST - TECHNICAL BID (Enclose with Technical Bid)

**If there is any deviation clarify the same separately.**

1.	Have you submitted the bid in two bid system	Yes/No
2.	Have you furnished bid form	Yes/No
3.	Have you furnished bidders'/partner's particulars in prescribed format	Yes/No
4.	Have you submitted the copy of last year balance sheet/income tax return	Yes/No
5.	Have you furnished (earnest Money) as per tender document?	Yes/No
6.	Have you thoroughly gone through the contents of tender document?	Yes/No
7.	Do you fully comply with all the required qualifications of professionals as required in the Tender Document	Yes/No
8.	Have you understood the work as mentioned in tender	Yes/No
9.	Have you enclosed PAN of Income Tax	Yes/No
10.	Have you enclosed an Undertaking regarding non blacklisting etc. by the Executive Magistrate/Notary Public	Yes/No

SIGNATURE AND SEAL OF BIDDER

(PACKET -I)

**TECHNICAL BID Consist of following documents**

1.	Bid form
2.	Bidders'/partner's particulars in prescribed format
3.	Copy of last year balance sheet/income tax return
4.	Copy of EMD as per tender document
5.	Copy of PAN of Income Tax/service tax number
6.	Undertaking in the shape of affidavit duly attested by the Executive Magistrate/Notary regarding non blacklisting etc.
7.	Certificate regarding proven experience/capabilities of election related work <u>OR</u> other similar nature work done in the past

**Note :** Above documents must be signed and stamped by the bidder.

**PRICE BID PERFORMA (PACKET II)**

**PROFORMA FOR QUOTING THE RATE VEHICLES REQUIRED  
ON HIRE BASIS (FOR 80 KM/8 HRS WITH RATE FOR EXTRA  
KMS/HRS).**

S. No.	Make of the Vehicle	Rate per day (80 km 8 Hours)	Rate for extra hours	Rate for extra a KM	Total Rate in Rupees	
					In figures	In words
1.	Mahindra, Bolero(Non-AC)					
2.	Tata Sumo/Quallies/ Tavera(Non-AC)					
3.	Indica (Non-AC)					
4.	Ikon Ford (AC)					
5.	Innova, (AC)					
6.	Honda City (AC)					
7.	Indigo (AC)					

Signature of the bidder  
With seal