



STATE ELECTION COMMISSION, DELHI
NIGAM BHAWAN, KASHMERE GATE, DELHI
Notice Inviting Tender For Providing Tentage Services

Online open bids are hereby invited from the reputed Firms/Companies having minimum average annual turnover of **Rs. Three Crore only** for last three financial year and the proven experience/capabilities of election related work OR other similar nature work done in the past, in Govt./PSU/autonomous bodies for supply of tentage items and goods (as per list attached with the tender form). Services are required to set up Counting Centers, election training centers & tin sheet barricading etc. at different places within NCT of DELHI for the General elections to the three Municipal Corporations of Delhi likely to be held in the month of April-2017.

The bids documents along with term & condition etc. are available on the website <https://govtprocurement.delhi.gov.in> and can be downloaded there from

SCHEDULE OF TENDER

Date of release of tender through e-procurement solution	17/02/2017
Date of Submission of tender	Start on.17/02/2017 at 05.00P.M Closing on10/03/2017 upto 01:00 PM.
Physically submission of EMD Rs. 7,50,000/-(Rupees Seven Lakh Fifty Thousand only) and all other documents.	10/03/2017 up to 01:00 PM
Date & time opening of on line Technical Bids	10/03/2017 at 03:00 P.M.
Date & time of opening of financial bids	To be intimated online to the technically qualified Bidders.

1. In case any holiday is declared by the Government on the day of opening the tenders will be opened on the next working day at the same time but e-tender can be submitted online till date and time prescribed in bid document. The tenders received after the above said scheduled date and time will not be considered. No tender by FAX will be entertained.
2. Bidder shall have to submit their bids online in electronic format with digital signatures.
3. Bidders are requested to attach all the relevant documents with the technical bid.
4. Detailed instructions for submission of e. tenders and Bid document can be downloaded from the web-site <https://govtprocurement.delhi.gov.in>
- 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 qualify in the Technical Bid.
- 6 Corrigendum/addendum to this tender, if any will be uploaded on the website mentioned above.

Deputy Secretary, HOO,
State Election Commission,
New Delhi

CHAPTER – 1

SCOPE OF WORK

Rate contract for providing tentage services and supply of furniture, electric items, goods, tin shed barricading to set up strong rooms, counting centers, training centers etc at different places within NCT of Delhi for the general elections to the three Municipal Corporations of Delhi likely to be held in April - 2017

INSTRUCTIONS TO BIDDERS

Read carefully before applying for e-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 in Central/State Govt. or PSU/autonomous bodies/offices/deptt.
- 1.2 Bidders 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 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 time schedule of providing of material shall be entertained on account of any local condition or factor once the offer is accepted by the State Election Commission.
- 1.4 The State Election Commission committee reserves the right to relax any 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 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 requirement for tentage services and supply of furniture, electric items, goods, tin shed barricading etc. may be for setting up of counting centers, offices of Returning Officers/District Election Officers/Commission etc. 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.
- 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, to complete the work to the full satisfaction of the State Election Commission.
- 1.13 Bidder who will quote all the Items as defined in the tender will only be eligible for this tender. Any bid which have partial quote for a specific job only or supply of only few items will be rejected. No conditional/optional bid shall be accepted. Bidders shall not be permitted to alter or modify their bids after expiry of the last date for the receipt of the bid. Discount shall not be offered separately. No items shall be quoted free of cost.
- 1.14 The approved contractor(s) shall also bear the cost of labour, packing, transportation for supply of hired articles to and fro from the destination. Likewise arrangements to fetch drinking water, getting temporary electric connections sanctions from, Electricity Deptt./Company etc., shall be made by the bidder himself. Such expenditure shall be borne by the Bidder. No charges for erecting poles etc. will be paid. In no case the bidder should misuse the electrical connection installed in a govt. building.
- 1.15 The contractor shall be asked to supply any item of furniture/tentage/goods for which the e- tender is being called, at any point of time or at any place within NCT of Delhi as intimated by this Commission/Returning Officers or any officer authorized to do so.
- 1.16 Bidder is bound to comply with all the legal formalities, obligations and statutory requirements as per law of the land.
- 1.17 The bidder must have capacity/sufficient stock of all tendered items. The bidder will not be allowed to delegate/transfer/assign the contract OR any part thereof to some other party.
- 1.18 The bidder whose bid is accepted shall hereinafter be called "the supplier" which shall include his Heirs, Executors, Administrators and Assignees.
- 1.19 The decision of the State Election Commission/ authorities regarding approval of rates for different categories of items will be final. No complaint in this regard will be entertained.

- 1.20 The State Election Commission has full right to accept or reject in part or any or all the bids without assigning any reason and also to cancel the order at any time by 12 hours written notice of default sent to the supplier. Firm will have no right to claim any loss/damages etc. on cancellation of supply order.
- 1.21 The State Election Commission reserves the right of placing order for all items or some items as per requirements to one or more contractors at the approved lowest rates.
- 1.22 The State Election Commission will not be responsible for any delay in online submission of the Bids due to any reason whatsoever.
- 1.23 In case of any holiday is declared by the Government on the day of opening, the tender will be opened on the next working day at the same time but e-tender can be submitted online till date and time prescribed in bid document. The tender received after the above said scheduled date and time will not be considered. No tender by FAX will be entertained.
- 1.24 The tender will be allotted strictly by taking overall quoted rates for all the items.
- 1.25 The responsibility of the material supplied by the supplier and the safety of persons deputed by him for fixation of teenage etc. shall be solely of the supplier. The State Election Commission shall not in any way be liable /responsible for any loss/damage to the material on any account if any occurred during the whole election process. The insurance of goods/stored articles etc. will be done by the bidder at their cost.
- 1.26 The bidder with seal of the firm should sign each document attached with the bid.
- 1.27 The articles of furniture/tentage/electric item, tin barricading etc., the period for which they are required and the place of supply will be intimated by the State Election Commission/Returning officer or by any officer authorized by them. The contractor should supply the material on written order by Returning Officer, State Election Commission or by an officer authorized by them.
- 1.28 All works in course of execution or once executed in pursuance of contract shall at all times be open for inspection and supervision by Returning Officers/Asst. Returning Officers or by any officer authorized by the State Election Commission.
- 1.29 The State Election Commission has full power/authority to take into account the past performance, reputation, capabilities of execution of work before awarding the contract. The bidder has to provide documentary evidence showing details of past experience of required arrangements. In addition, they have to give documentary proof of the requisite financial turnover.
- 1.30 The Commission reserves the right to relax any of the terms and conditions in the government interest.

- 1.31 The bidder shall indemnify the Commission against all damages/charges and expenses for which the Commission may be held liable or pay on account of the negligence of the bidder or his servants or any person under his control whether in respect of accident, injury to the person or damage to property of any member of the public or any person or in executing the work or otherwise and against all damages and demands thereof.
- 1.32 Bidder should have valid electrical license issued by Labour Department, Govt. of NCT of Delhi to participate in the bid.
- 1.33 The contractor shall supply all items in good condition and carry out the work with diligence. No compensation shall be allowed for any delay caused for starting of the work on account of any circumstances.
- 1.34 The successful bidder(s) has to sign an agreement as per Performa enclosed on a non-judicial stamp paper of Rs. 100/-

2. Schedule of Tender:

- 2.1 Bidder has to submit on line e-Tender only.
- 2.2 The bids through e-tendering process can be uploaded till **10/03/2017** up to 01:00 PM.
- 2.3 The Technical bids received on line will be opened on **10/03/2017** at 3.00 PM. at Conference Hall of State Election Commission, Nigam Bhawan, Kashmere Gate Delhi-6.
- 2.4 After evaluation of the Technical bids along with documents as proof and EMD in the specified shape submitted by the bidders, the short-listed Bidders will be intimated the date time and place of opening of financial bids. 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 individual/Company/firm/Proprietor having required experience in this field for which charges are quoted on the BOQ (Bill of quantity as per format Annexure-C-6) and have requisite financial turnover and job orders with Government Departments.
- 3.2 Bidder must have proven experience/capabilities of election related work OR other similar nature work done in the past in Government/PSU/autonomous bodies. (Attach self attested copies of supply orders as a proof). The State Election Commission, Delhi 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/VAT numbers, copies of which are required to be attached with technical bid.

- 3.4 The average annual turnover of the bidder must be Rs.3,00,00,000/- (Rupees Three Crore only) and above for the preceding three financial years.
- 3.5 Bidder should have valid electrical licenses issued by the Labour Department, Govt. of NCT of Delhi.
- 3.6 Bidder should submit balance sheet for the last three years showing average annual turnover of Rs. Three Crore, and above duly certified by a Chartered Accountant.
- 3.7 The firm must have completed one job to the tune of minimum of Rs. 3,00,00,000/- (Rupees Three Crore only) or two jobs to the tune of minimum of Rs. 1,50,00,000/- (Rupees One Crore Fifty Lakh only) each and in preceding three years with any Central/State/government Department/Autonomous/PSU.
- 3.8 The bidder must not be blacklisted by any govt. deptt/organization/autonomous body etc.
- 3.9 The individual signing the tender form or any document forming part of the tender on behalf of Proprietor/Company/firm shall be responsible to produce an authenticated copy of the resolution passed by the Company, or Power of Attorney duly executed in his favour stating that he has the authority to bind other such persons of the firm as the case may be in all matters pertaining to the tender including the arbitration clauses. If subsequently, the person so signing fails to provide the said copy of resolution passed or power of Attorney within a reasonable time, the Government, without prejudice to other civil and criminal remedies may cancel the tender and hold the signatory liable for all costs and damages. In case of registered or unregistered partnership firm, all the partners should sign the tender. In case any person signs the agreement on behalf of any limited company or firm, he will produce letter of authority/resolution passed by the company empowering him to sign the agreement on behalf of the company or firm.

4. One Bid per Bidder:

Each bidder shall be submitting only one bid either by himself or as a partner in joint venture or as a member of consortium. If a bidder or if any the partners in a joint venture or any one of the members of the consortium participate in more than one bid, the bids shall be rejected.

5. Bid Security (Earnest Money):

- 5.1 Bid Security (Earnest Money) amount for 7.5 Lakh in the form of Demand Draft, Fixed Deposit Receipt, from any of the nationalized, scheduled or financial banks, in the name of State Election Commissioner, New Delhi. Original documents w.r.t. Earnest money alongwith other documents must be deposited in the O/o State Election Commission, NCT of Delhi well before closing date and time.
- 5.2 The Bid Security (Earnest Money) shall be valid for a period of 6 month from the date of opening bid by the State Election Commission. No interest on any account will be payable by the Commission on this amount.

- 5.3 The Bid Security (Earnest Money)/Performance Guarantee will be forfeited in the event
- 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 terms and conditions of tender ; or
 - ii) If at any stage any of the information/ declaration is found false.
 - iii) In case of failure of the bidder/supplier to execute the Contract as per the terms and conditions and to the full satisfaction of the State Election Commission, the performance security deposited by the firms shall be forfeited.

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

6. Period of Validity of Bids:

Bids shall **remain valid for twelve months from the date of Bid opening**. A bid valid for a shorter period may be rejected by the State Election Commission as non-responsive.

7. Registration with Service Tax/VAT/sales tax etc. Department:

The bidders should have their firm registered with the Service Tax/VAT/sales tax Department, and shall furnish self attested copies of the same with their Technical Bid. The bidder should also submit a self attested copy of PAN/GIR issued by income tax department.

8. Bid Requirements:

- 8.1 The Bidder must quote for all items as listed in the BOQ (Bill of quantity as per format Annexure-C-6) rate quoted as zero value the bid will be rejected.
- 8.2 The Successful Bidder(s) shall be required to furnish **Contract Performance Bank Guarantee amounting to Rs. 20,00,000/- (Rs. Twenty lakhs only)**. Contract performance Security (Security Deposit) has to be obtained from successful bidder irrespective of its registration status. The Performance Security can be furnished in the shape of Account Payee Demand Draft, FDR from any nationalized, scheduled or Financial Bank in favour of State Election Commission, Delhi.
- 8.3 Bidders must submit a list of their owners, partners, etc. and a undertaking in the shape of affidavit on stamp paper duly attested by Executive Magistrate/Notary Public to the effect that the firm is not blacklisted by any Government Department/Semi Govt. Deptt/Corporation/PSU etc.. . 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.

- 8.4 Bids received without Earnest Money will be rejected outrightly.
- 8.5 Bids received only through e-tendering will be accepted. Conditional bids, Telex/Fax bids and incomplete bids will be summarily rejected.
- 8.6 Bidder must submit proof of ownership and constitution of business.

9. BID PRICES:

- 9.1 The Bidder shall indicate per day rate of each item as mentioned in the BOQ. The rates should be inclusive of freight charges, packing charges and other taxes like excise duty/sales tax/VAT/ service tax etc. The validity of these rates should be one year from the acceptance of bid as per Annexure-C-6.
- 9.2 The price should be quoted strictly in line with BOQ leaving no column blank whatsoever to avoid any ambiguity/rejection as per Annexure-C-6.
- 9.3 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 Purchase Committee.
- 9.4 The goods asked to supply should be in good condition. The Bidder is bound to supply the item/goods at the approved rates during the validity of the rate contract. If the rates of any item are reduced due to any reason during the validity of rate contract, supplier will intimate the reduced price immediately and will also charge reduced rates instead of rates quoted in the rate contract.

10. 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 in Govt./PSU/Autonomous bodies.
 - ii) Bidder(s)/partners(s) particulars and Undertaking of not black listing by any of the Govt./Semi Govt./Corporation 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 Commission, Delhi
 - v) Self attested copy of PAN, VAT/Service Tax Number.
 - vi) Copy of Balance sheet of last three years duly certified by a Chartered Accountant showing minimum average annual turnover of Rs. 3,00,00,000/- (Rs.Three Crore only).
 - vii) Documentary proof in support of the firm's having completed one job to the tune of minimum of Rs. 3,00,00,000/- (Rupees Three Crore only) or two jobs to the tune of minimum of Rs. 1, 50,00,000/- (Rupees One Crore Fifty Lakh only) each in preceding three years with any Govt. Deptt.
 - ix) Proof of ownership and constitution of business.

- b) i). Financial Bid in accordance with the formats provided for the BOQ (bill of quantity) as per Annexure-C-6.
- ii) The price quoted should be inclusive of all taxes.

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. 20,00,000/-**(Rs. Twenty lacs only) from a Nationalized, Scheduled or Financial Bank. The Performance Security can also be furnished in the shape of Account Payee Demand Draft, FDR from any Nationalized Scheduled or Financial Bank in an acceptable form.
- 1.2 The Contract Performance Security will be in the name of the State Election Commission, Delhi.
- 1.3 The Contract Performance Security should be valid for a period of 18(Eighteen) month beyond the date of completion of all contractual obligations and no interest shall be payable on performance security. This will be release after 30 days of the successful completion of contract period.

2. Payment Schedule:

- 2.1 Payment will be made after the receipt of the items/goods against the supply order in the Election Commission's store or erecting/affixing of tentage items at the place assigned, to the satisfaction of the State Election Commission. Income tax shall be deducted at source as per rules. No advance payment shall be made under any circumstances. The supplier shall deposit the copy of challans of the supplied items to the Returning Officer/or to an authorized officer of Commission as the case may be.
- 2.2 The supplier shall submit the bills in quadruplicate after due verification and certification by the Returning Officers/or by an Officer authorized by the State Election commission as the case may be.

3. PENALTY:

- (a) If the Supplier fails to provide the items/item in time than Commission will arrange the same from the local market at the risk and cost of the supplier firm. In addition to above, Rs.50,000/-per day will be charged as penalty for delay/non supply.
- (b) If any equipment is not found in good working condition, penalty of Rs.5000/- per day will be charged, in addition to procurement of alternatives from local market at the risk and cost of supplier.
- (c) The decision on of State Election Commission in (a) and (b) above shall be final.

4 Termination for Default

- 4.1 The State Election Commission, Delhi may without prejudice to any other remedy for breach of Contract, by 12 hours written notice of default sent to the Supplier 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 material within the time period(s) Specified in the Contract; or
 - (ii) If the Supplier fails to perform any other obligation(s) under the Contract.
- 4.2 On termination of the Contract for default, performance security deposits 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, Delhi and the supplier 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, Delhi and Two (2) employees nominated by the supplier, 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 NCT of Delhi.

CHAPTER-3

DETAIL OF TENTAGE ITEMS REQUIRED

S.No.	Name of the Article
1	Shamiana 15'x30' (ordinary) sq.feet
2	Calcutta type Pandal (Waterproof) per sq.feet (ground cover area)
3	White Ceiling per sq. ft.
4	Kannat per sq. feet
5	Coir Matting per sq. ft.
6	Table Frill per sq. ft
7	Table cover 7' x 4' Each
8	Table Ordinary 6' x 3' Each
9	Table with drawers (office table steel) 6' x 3'
10	Tabel small (steel) 4'x2' Each
11	Durry per sq. feet
12	Woolen Carpet per sq. ft.
13	Shamiana 15 'x 30' (with curtains) rate per sq. feet
14	Ordinary Chair Each
15	Chair with foam cushion (Each)
16	Chair Cover (Each)
17	Aluminum armed chair/fancy chair (Each)
18	Sofa set (two seater) Each
19	Black board with stand size 4'x3' with chalk
20	Steel Almirah 6.5' x 3.5' (Each)
21	Takhat 6' x 3' x 1.5' (Each)
22	Jug (Medium) (Each)
23	Glass Tumbler (Each)
24	Tub (for water supply) 20 Ltrs. (Each)
25	Bucket (Balti) 13 Ltrs. Capacity (Each).
26	Drinking water (cold) per glass
27	Wire mesh (Jally) to be erected near counting tables to separate counting agents, counting staff of 6' Height above the plinth area (self supported) Rates to be quoted in sq.feet. (No holes to be dug in floor or walls)
28	Tin shed with all sides covered with tin chadder (water proof) with provision of small doors with ventilation covered with ordinary wire net 10/15 Height. Rate be quoted per sq. ft. of ground cover area.
29	Barricading with bellies & Bamboos 6' height above from the plinth area in sq. feet
30	Strong Pandal on Bamboo Structure (Per sq. ft.)
31	Wooden Bellies (each)
32	Wooden platform per sq. ft.
33	Pipe Structure Pandal Per sq. ft.
34	G.I Pipe (Each)
35	Tin boundary running to be erected with ballies and tin chaddar of 6'height above the plinth area. Rates to be quoted in sq. feet. of ground covered area.
36	Stage with steps of 2.5 feet, width &1.5 feet high (Each) Rate to be quoted in sq. Feet of Ground covered area.
37	Returning Officer cabin (all size covered with one door land one window) 10ft. high and 15' x 10' area. Rates or sq. ft. be quoted for ground covered area.
38	Hire charges for providing/fixing & installing public address system complete with 6 Loudspeakers, 3 mikes with amplifier 300 watts, frequency 100 Hz to 50,000 Hzs. Horn columns & amplifier with stand by battery 180 AH 25 plates with complete wiring. (each)
39	Extra Mike/columns with wiring (each)
40	Extra loudspeaker with wiring (each)
41	Extra plug point 5 Amp with wiring (each)
42	Extra plug point 15Amp with wiring (each)
43	Cordless mike with wiring (each)
44	Electric tube 40 watts (with wiring) (each)

45	Light point with wiring (each)
46	Flood light with 200 watts bulbs with wiring (each)
47	Halogen light 500 watts with wiring (each)
48	Halogen light 1000 watts with wiring (each)
49	Search light 500 watts with wiring (each)
50	Pedestal Fan with wiring (Each)
51	Ceiling Fan (48") with wiring (Each)
52	Desert Cooler with wiring (Each)
53	CFL (with wiring)
54	Generator set 25KVA (with wiring, diesel & operator) (each)
55	Generator set 62KVA (with wiring, diesel & operator) (each)
56	Generator set 100KVA (with wiring, diesel & operator) (each)
57	Generator set 125KVA (with wiring, diesel & operator) (each)
58	Tray (for servicing) (each)
59	LED Screen/system for display of result as per Commission instruction at the counting centre having screen slot 4'x 6'sqft.(rate per sq. feet)

- 1. The bidders must quote the rates of all items having inclusive all taxes as applicable.**
- 2. The bidder must have proven experience/capabilities of election related work in Govt./PSU/and Govt. Autonomous bodies.**
- 3. The bidder must have capable/sufficient stock of above mentioned items. He will not be allowed to delegate/ transfer/ assign his contract to some Party to the disadvantage to this Commission.**
- 4. It shall be the responsibility of the contractor to have all electrical fittings in working condition. All the charges of electrical items are inclusive of wiring including main and sub main line.**

**UNDERTAKING IN THE SHAPE OF AFFIDAVIT DULY ATTESTED BY EXECUTIVE
MAGISTRATE/NOTARY PUBLIC ON THE Rs.100/- STAMP PAPER.**

I/We undertake that:

1. 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 one year from the date of opening of bid and binding upon me/ us after acceptance.
2. I/We undersigned hereby bind myself/ our self to State Election Commission, Delhi to supply articles for or on behalf of the President of India during the prescribed period.
3. The articles shall be of the best quality and kind as per the requirement of the commission. The decision of the State Election Commission, Delhi as regard to the quality and kind of articles shall be final and binding upon me/us.
4. Earnest money deposited by me/us viz. Rs.7,50,000/-(Rs. Seven Lakh Fifty Thousand only) in the form of DD/FDR/in favour of State Election Commission, Delhi, shall remain in the custody of State Election Commission till acceptance of the tender is made known.
5. I/We shall forfeit to the President of India, the 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 articles at the appointed place and hour, the State Election Commission may procure 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 any article on being found of inferior quality/defective, the same shall be replaced by me/us in time, to prevent inconvenience.
7. I/we hereby undertake to supply the articles during the validity of rate contract 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, Delhi.
9. If I/we fail to supply the articles in the stipulated period, the State Election Commission has every authority to compound or forfeit the earnest money/contract performance security and charge penalty of Rs. 50000/- per day and the Commission will be at liberty to arrange the same from local market at the risk and cost of the contractor.
10. I/we declare that no legal/ financial irregularities against me/us are pending anywhere.
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 articles within specified period. I/we undertake to execute the order within stipulated period and if I/we fail to make the supply quality/quantity wise during the stipulated period the necessary legal action can be taken by State Election Commission, Delhi against me/us.

12 I/We undertake that the articles supplied are at the quoted rates.

13 I/We undertake 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 connected with or has any subsisting interest in business of my/our firm

Signature & Seal
of bidder

PERFORMA FOR BIDDER'S PARTICULARS
(To be enclosed 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:

Authorized Signatory

With Company Seal

BIDFORM
(Enclose with Technical Bid)

Date: ____/____/____
To

Sir, _____

Having examined the Bid Documents of **TENDER for providing tentage and furniture items**. We _____, offer to supply
(Name of the firm)

and deliver the tentage items 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 as per Annexure-C-6

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

We further undertake that, if our bid is accepted, we will obtain the Guarantee of a Financial Bank in a sum equivalent to Rs. 20,00,000/-(Rs. Twenty lakhs only) and submit the same with the State Election Commission, Delhi, within 2 days for the due performance of Contract.

We agree to abide by this bid for a period of one year from the date fixed for bid opening and it shall remain binding upon us and will 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 **Tender Form** and agree to abide by terms and conditions of the same.

SIGNATURE AND SEAL OF BIDDER

(AGREEMENT FOR TENTAGE & FURNITURE)
(ON 100/- NON JUDICIAL STAMP PAPER)

AGREEMENT

This Agreement is made on this _____ day of _____ 2017 (Two Thousand Seventeen) BETWEEN M/s. _____ through its/their proprietor Sh. _____ (hereinafter called "the Agency", which expression shall, unless excluded by or repugnant to the context, be deemed to include his heirs, executors, successors and assigns) of the one part AND the President of India through Sh. _____, Deputy Secretary, State Election Commission, Delhi, duly authorized to enter into this Agreement (hereinafter called "the Government" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office and assigns) of the other part.

Whereas online tender for the supply of tentage and furniture items, in General Election of the Three Municipal Corporations Delhi – 2017 was called vide tender ID _____.

And whereas the Agency, at the request of the Government has agreed to supply tentage and furniture items at the rates specified against each in the Schedule annexed to this Agreement and the same be read as a part of this Agreement and on the terms and conditions hereafter appearing.

Now, therefore, this Agreement witnesses as follows:

2. That the Agency shall work under the overall supervision and direction of the State Election Commission, Delhi (for short called "Department"). This Agreement will be effective for a period of (01) one year from the date of signing of this Agreement by both the parties.
3. The Agency shall supply the tentage and furniture items in the State Election Commission's office/or office of any officer as per requirement/directions.
4. The Agency shall also bear the cost of all expenses, taxes etc.
5. The Agency shall supply tentage and furniture items at any point of the time or place as intimated by this Commission/or by an officer authorized to do so.
6. The Agency shall comply with all the legal formalities, obligations and statutory requirement as per law of the land.

7. During the validity of the tender the Agency will be bound to supply tentage and furniture items as per specifications. In case the supplier fails to supply tentage and furniture items as required during the election period, failing which the order will be cancelled and action will be initiated to debar the firm from participating in further tenders. The said agency will also be liable for recovery of excess amount paid for procuring the above services from other sources and fine.
8. No advance payment will be made under any circumstances. Income tax will be deducted at source as per rules.
9. The approved lowest rates will be valid for one year from the date of signing of Agreement. The contract can be extended for with mutual consent of both the parties on approved rates, terms & conditions.
10. Any legal dispute pertaining to this contract awarded shall be dealt within the jurisdiction of Delhi.
11. The Agency shall indemnify the department against all damages/charges and expenses for which the Government will be held liable or pay on account of the negligence of the agency or his servants or any other person under his control whether in respect of accident, injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all damages and demands thereof.
12. The agency shall be in a position to supply tentage and furniture items at any time on call within short notice during the election process.
13. The Agency shall not assign the present contract to a third party or person on in any manner allow any other person or persons to manage to supply tentage and furniture items without the prior permission of the State Election Commission.
14. The Performance Security deposited by M/s _____ for an amount Rs.20,00,000/- (Rupees Twenty Lakh) in the shape of FDR is valid for a period of six month beyond the date of completion of all contractual obligations and no interest shall be payable on performance security on its release from the date of assigning the rate contract.
15. The Agency shall refund on demand or otherwise, the amounts paid to it on account of over-charging in their bills for supplying items made under this Agreement failing which the Government may recover the same as arrears.
16. The Government shall pay for supply of tentage and furniture items as shall be provided by the Agency and accepted by the Government under or by virtue of

this Agreement, at the rates specified in the said Schedule hereto annexed as Annexure-“A”.

17. The Agency hereby agrees to supply tentage and furniture items to the Government as per requirement from time to time within the Agreement period at the approved rates.
18. The Agency shall be bound to render full services and the supply orders from time to time.
19. It is hereby further agreed between the parties that the stamp duty payable under the rules in respect of this Agreement shall be borne by the Agency.
20. On termination of the contract for default, the Performance security deposit of the Agency will be forfeited.
21. In case of dispute or difference arising between the State Election Commission, Delhi 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, Delhi and proprietor or 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 Delhi.
22. The approved contractor(s) shall also bear the cost of labour, packing, transportation for supply of articles to and fro the destination. Likewise arrangements to fetch drinking water, getting temporary electric connections sanctions from Electricity Department/Company etc. shall be made by the bidder himself. Such expenditure shall be borne by the Bidder. No charges for erecting poles etc. will be paid. In no case the agency should misuse the electrical connection installed in a Government building.
23. The Agency shall bound to supply any item of furniture/tentage/goods for which the e-tender being called, at any point of time or at any place within NCT of Delhi as intimated by the Commission/Returning Officers or any other officer authorized to do so.
24. The responsibility of the material supplied by the supplier and the safety of persons deputed by him for fixation of tentage etc. shall be solely of the supplier. The State Election Commission shall not in any way be liable /responsible for any loss/damage to the material on any account if any occurred during the whole

election process. The insurance of goods/stored articles etc. will be done by the agency at their cost.

25. If any liability on account of VAT arises at a later Stage the Agreement shall be borne by the firm.

In witness whereof the parties hereto have signed this Agreement on the day and year first above written

(_____)

Dy. Secretary, (State Election Commission)

For and on behalf of President of India.

(Government)

Seal

Seal.

(_____)

For and on behalf of

(Agency) Name &

Witnesses:

1.

2.

Witnesses:

1.

2.

CHECK LIST - TECHNICAL BID
(Enclose with Technical Bid)

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 three 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 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 Service Tax/VAT registration certificates	Yes/No
11.	Have you enclosed an Undertaking regarding non blacklisting etc. in the shape of required affidavit	Yes/No
12.	Have you enclosed Certificate regarding proven experience/capabilities of election related work <u>OR</u> other similar nature work done in the past. Have you attached copies of supply orders as a proof.	<u>Yes/No</u>
13.	Have you submitted the copy of valid electrical license issued by the labour deptt. of GNCT of Delhi	<u>Yes/No</u>
14.	Have you submitted the requisite work orders/work done proof with Government Deptt's as per bid requirement	
15.	Proof of owner ship and constitution of business	Yes/No

NOTE: i). If there is any deviation clarifying the same separately.

ii) All the above mentioned self attested documents must be scanned and uploaded electronically (on line) on the official web site of Govt. of NCT of Delhi.

SIGNATURE AND SEAL OF BIDDER

TECHNICAL BID MUST 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
6.	Copy of Service Tax/VAT registration certificates
7.	Undertaking regarding non blacklisting etc. in the shape of affidavit duly attested by the Executive Magistrate/Notary Public
8.	Certificate regarding proven experience/ capabilities of election related work <u>OR</u> other similar nature work done in the past.
9.	Copy of valid electrical licence issued by the labour deptt. of GNCT of Delhi
10.	Copy of Income tax return for the last three years
11.	Any other document as required in the NIT

Note : Above documents duly signed by the bidder should be uploaded in the pdf format. In case of detailed/lengthy documents same can be submitted along with (EMD) Earnest money deposit.

PRICE BID.

S.No.	Name of the Article	Unit	Rate per day (inclusive all taxes)
1	Shamiana 15'x30' (ordinary) sq.feet	Sq.feet	
2	Calcutta type Pandal (Waterproof) per sq.feet (ground cover area)	Sq.feet	
3	White Ceiling per sq. ft.	Sq.feet	
4	Kannat per sq. feet	Sq.feet	
5	Coir Matting per sq., ft.	Sq.feet	
6	Table Frill per sq. ft	Sq.feet	
7	Table cover 7' x 4' Each	Each	
8	Table Ordinary 6' x 3' Each	Each	
9	Table with drawers (office table steel) 6' x 3'	Each	
10	Tabel small (steel) 4'x2' Each	Each	
11	Durry per sq. feet	Sq.feet	
12	Woolen Carpet per sq. ft.	Sq.feet	
13	Shamiana 15 'x 30' (with curtains) rate per sq. feet	Sq.feet	
14	Ordinary Chair Each	Each	
15	Chair with foam cushion (Each)	Each	
16	Chair Cover (Each)	Each	
17	Aluminum armed chair/fancy chair (Each)	Each	
18	Sofa set (two seater) Each	Each	
19	Black board with stand size 4'x3' with chalk	Each	
20	Steel Almirah 6.5' x 3.5' (Each)	Each	
21	Takhat 6' x 3' x 1.5' (Each)	Each	
22	Jug (Medium) (Each)	Each	
23	Glass Tumbler (Each)	Each	
24	Tub (for water supply) 20 Ltrs. (Each)	Each	
25	Bucket (Balti) 13 Ltrs. Capacity (Each).	Each	
26	Drinking water (cold) per glass	Each	
27	Wire mesh (Jally) to be erected near counting tables to separate counting agents, counting staff of 6' Height above the plinth area (self supported) Rates to be quoted in sq.feet. (No holes to be dug in floor or walls)	Sq.feet	
28	Tin shed with all sides covered with tin chadder (water proof) with provision of small doors with ventilation covered with ordinary wire net 10/15 Height. Rate be quoted per sq. ft. of ground cover area.	Sq.feet	
29	Barricading with bellies & Bamboos 6' height above from the plinth area in sq. feet	Sq.feet	
30	Strong Pandal on Bamboo Structure (Per sq. ft.)	Sq.feet	
31	Wooden Bellies (each)	Each	
32	Wooden platform per sq. ft.	Sq.feet	
33	Pipe Structure Pandal Per sq. ft.	Sq.feet	
34	G.I Pipe (Each)	Each	
35	Tin boundary running to be erected with ballies and tin chaddar of 6'height above the plinth area. Rates to be quoted in sq. feet. of ground covered area.	Sq.feet	
36	Stage with steps of 2.5 feet, width & 1.5 feet high (Each) Rate to be quoted in sq. Feet of Ground covered area.	Each	
37	Returning Officer cabin (all size covered with one door land one window) 10ft. high and 15' x 10' area. Rates or sq. ft. be quoted for ground covered area.	Sq.feet	

38	Hire charges for providing/fixing & installing public address system complete with 6 Loudspeakers, 3 mikes with amplifier 300 watts, frequency 100 Hz to 50,000 Hzs. Horn columns & amplifier with stand by battery 180 AH 25 plates with complete wiring. (each)	Each	
39	Extra Mike/columns with wiring (each)	Each	
40	Extra loudspeaker with wiring (each)	Each	
41	Extra plug point 5 Amp with wiring (each)	Each	
42	Extra plug point 15Amp with wiring (each)	Each	
43	Cordless mike with wiring (each)	Each	
44	Electric tube 40 watts (with wiring) (each)	Each	
45	Light point with wiring (each)	Each	
46	Flood light with 200 watts bulbs with wiring (each)	Each	
47	Halogen light 500 watts with wiring (each)	Each	
48	Halogen light 1000 watts with wiring (each)	Each	
49	Search light 500 watts with wiring (each)	Each	
50	Pedestal Fan with wiring (Each)	Each	
51	Ceiling Fan (48") with wiring (Each)	Each	
52	Desert Cooler with wiring (Each)	Each	
53	CFL (with wiring)	Nos	
54	Generator set 25KVA (with wiring, diesel & operator) (each)	Each	
55	Generator set 62KVA (with wiring, diesel & operator) (each)	Each	
56	Generator set 100KVA (with wiring, diesel & operator) (each)	Each	
57	Generator set 125KVA (with wiring, diesel & operator) (each)	Each	
58	Tray (for servicing) (each)	Each	
59	LED Screen/system for display of result as per Commission instruction at the counting centre having screen slot 4'x 6'sqft.(rate per sq. feet)	Sq.feet	

- 1. The bidders must quote the rates of all items having inclusive all taxes as applicable**
- 2. The bidder must have proven experience/capabilities of election related work in Govt./PSU/and Govt. Autonomous bodies.**
- 3. The bidder must have capable/sufficient stock of above mentioned items. He will not be allowed to delegate/ transfer/ assign his contract to some Party to the disadvantage to this Commission.**
- 4. It shall be the responsibility of the contractor to have all electrical fittings in working condition. All the charges of electrical items are inclusive of wiring including main and sub main line.**

