



STATE ELECTION COMMISSION
GOVT. OF NCT OF DELHI
OLD HINDU COLLEGE BLDG., NIGAM BHAWAN KASHMERE GATE, DELHI

Notice Inviting Tender For Printing & Photocopier Work

Online open tenders are invited by this Commission from the firms, companies, agencies, proprietors having turnover of Rs.75,00,000/-(Rupees Seventy Five Lakh only) per annum for the last three years providing services of the laser printing, photocopying work. The services are required for laser printing of photo electoral rolls and photocopying of electoral rolls, posters, pamphlets etc and other documents for the purpose of General Elections to three Municipal Corporations of Delhi likely to be held in April-2017.

Prescribed tender forms along-with detailed terms and conditions for the tender(s) can be downloaded from the website <https://govtprocurement.delhi.gov.in> free of cost as per details mentioned as under:-

SCHEDULE OF TENDER

Tender Enquiry No.	
Date of release of tender through e-procurement solution	07.02.2017
Date of Submission of tender	Start on 07.02.2017 at 05.00P.M Closing on- 01.03.2017 upto 01:00 PM.
Physically submission of EMD Rs. 3,00,000/-(Rupees Three Lakhs only) and all other documents.	01.03.2017 up to 11:00 AM
Date & time opening of on line Technical Bids	01.03.2017 at 03:00 P.M.
Date & time of opening of financial bids	To be intimated to the technically qualified Bidders separately.

Tender documents complete in all respects, must be uploaded on the website <https://govtprocurement.delhi.gov.in> before last date & time of submission of tender. The tenderer or their representative who wish to be present during the opening of the tender may assemble at the venue mentioned above.

DEPUTY SECRETARY/ HEAD OF OFFICE

Date of opening: 01.03.2017 Time of opening: 03:00 PM

TERMS AND CONDITIONS

1. The rates must be quoted for all the items and should be clear in all respect.
2. The Tenderer should submit online Technical bid and financial bid.
3. The tenderer should submit the tender in following two bids:
 - A. Technical Bid - It should contain the documents mentioned vide Clause 4 of Tender document.
 - B. Financial Bid - should have only prices/rates quoted by the tenderers in performa enclosed as annexure.
4. The tenderer should submit the following documents as Technical Bid along-with tender, failing which the tender will not be entertained/considered:-
 - A. An earnest Money of **Rs.3,00,000/- (Rupees Three Lakhs only)** in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Nationalized/Scheduled/financial bank in favour of State Election Commission. Earnest money will not be accepted in the form of Cash/Money order. The bid security shall remain valid for a period of three months. **The EMD must be submitted physically before the last date and time of submission of tender.**
 - B. The firm should be registered with Sales Tax Deptt./Trade and Taxes Deptt., Govt. of NCT of Delhi and should also provide a copy of Sales Tax Registration/VAT/TIN Registration Certificate/ service tax registration certificate and PAN/GIR number.
 - C. An Affidavit on stamp duty of Rs.100/- duly attested by an executive magistrate/ notary public that their firm/agency has not been black listed by any Govt. Department/Autonomous Body of State/Central Govt./ Corporation/ PSUs. As per annexure, C-2.
 - D. List of samples submitted by the firm, which should be in accordance to the Sl. Nos. of list of items mentioned in tender form. (Must be submitted physically)
 - E. 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 amounting Rs.5.0Lakh(Rs. Five lakhs) in favour of State Election Commission.
 - ii) If at any stage any of the information/ declaration is found false.
 - iii) In case of failure /supplier to execute the contract as per the terms and conditions and to the full satisfaction of the State Election Commission, Delhi the security deposited by the firm shall be forfeited.

- F. 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.
 - G. Bidder must have proven experience/capabilities of providing the services of laser printing & or photocopying work, performance satisfactory report (Attach copy of supply orders/ certificate received).
 - H. Bidder must have to submit the Income Tax Return for the last three years.
 - I. Bidder must have to submit the balance sheet duly attested by the Chartered Accountant for the last three years having average Annual Turnover of Rs.75.00Lakh per annum for the last three years.
5. The tender must be submitted online on the website <https://govtprocurement.delhi.gov.in> before last date & time of submission of tender i.e. 01.03.2017 upto 01:00 PM. Tenders will not be accepted if sent by post or any other medium, under any circumstances. All the tenders will be opened online on the same day i.e., on 01.03.2017 at 03:00 P.M. in the chamber of Head of Office, Old Hindu College Building, Kashmere Gate, Delhi in the presence of tenderers or their authorised representatives, who wish to be present on the occasion.
 6. The Bidder must quote for all the items as mentioned in the BOQ as per annexure, C-4
 7. 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.
 8. Bidder must have proven experience/capabilities of providing the services of laser printing & or photocopying work (Attach copy of supply/work orders and performance certificate received) at least one work for Rs.60.00Lakh and two for Rs.45.00 Lakh and three for Rs.30.00 Lakh. 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.
 9. Bidder must have PAN, VAT and Service Tax Number copies of which are required to be attached with the Technical Bid.
 10. Each and every document submitted along-with tender should be signed by the Prop./Partner/Authorized signatory (in case Pvt. Ltd. firm) and same should be submitted along-with tender.

11. Any person who is in Government service or an employee of the Department should not be made a partner to the tender by the tenderer directly or indirectly in any manner whatsoever.
12. Condition that bidder should not be partner in one firm bidding in it and have sole bidder in another firm
13. The rates quoted should be inclusive of all Taxes and levies.
14. The tenderer should quote only one rate for one item as per the specification.
15. The rates must be valid for one year with effect from the date of acceptance of the tender and may be extendable, if required, by mutual agreement.
16. Successful bidder will also submit signed contract/agreement on Stamp paper of Rs.100/- (paid by tenderer) to provide the services at the approved rates. The performance guarantee shall remain valid for a period of sixty days beyond the date of completion of all contractual obligation of the supplier including warranty obligations.
17. The bidder shall quote the rates for printing or/ and photocopying on single side/ both sides of the paper separately. The rates quoted shall be valid for a period of one year from the date of acceptance of tender and will be extended with mutual agreement.
18. Printing and photocopying will be done on legal/full scape and A-4 size 75 GSM paper of reputed brand (ISI). The tenderer shall use printing ink/ toner of very high quality for the work. The documents should be clear and legible. The rates quoted by the firms shall be inclusive of taxes as applicable and all costs i.e. cost of paper, ink, toner, set making polling station and ward wise and delivery at the O/o State Election Commission or any other designated place.
19. The tenderer should be able to laser print/ photocopy of photo electoral rolls, electoral rolls and other documents from the pdf/other format which will be handed over to him by the Commission time to time. The tenderer will have to complete the work including delivery within one (01) days from the supply of PDF/other format document. No extension of time will be allowed. For any delay in the supply of order the contractor shall be liable to pay a fine of Rs. 25,000/- per day for each day of default to the State Election Commission, Delhi. Also the printer shall have to ensure the secrecy, security and prevention of misuse of data given to him for printing. In case of any breach of security of data, or its misuse, would invite severe punitive action, including both civil and criminal proceedings as per law.
20. Printed copies/photocopies shall be produced on both sides of the paper as per requirement. In case of any lack of clarity/ sub-standard quality, the copies will be rejected and the tenderer shall have to replace the copies with good quality copies at his own cost.

21. The tenderer who is allotted the work shall have to deposit a contract performance security deposit of Rs.5,00,000/- (Rupees Five Lakhs only) in the form of a Bank Guarantee/ FDR from any of the Nationalized/Scheduled/Financial Banks in favour of State Election Commission, Delhi. In case of failure on the part of contractor to execute the work as per terms & Conditions and to the full satisfaction of the State Election Commission, the security deposit furnished by him shall be forfeited and action will be initiated to blacklist the firm.
22. Each tenderer should also submit 10 printed sheets (05 each with printing on single side and on both sides) as sample along with 05 specimen sheets of blank paper 75GSM as per specification given in NIT physically by **01.03.2017** by 11.00AM at caretaking branch, State Election Commission's office at Nigam Bhawan , Kashmere Gate, Delhi-110006. Failing to submit the printed samples and specimen sheets, the bid will be summarily rejected and no further enquiries will be entertained in this regard. The bidder should also submit the sample for Poster and pamphlets all size both (glossy and plan)
23. Payments to the agency/contractor will be made by the State Election Commission after the completion of all work of printing and photocopying to the full satisfaction of the State Election Commission as per the agreement. Any tender bid with any condition with regard to advance payment at the time of delivery of sets will not be considered.
24. The tenderer shall enclose with Technical Bid, attested photocopy of his Vat registration certificate issued from the office of the commissioner, Vat, Delhi and service tax registration number having due validity & also copy of PAN/GIR No. issued by the Income Tax Department and also submit the last three year Income tax return and balance sheet duly certified by the CA.
25. The State Election Commission, Delhi reserves the right to accept or reject one or all the tenders or accept any tender in part, without assigning any reason thereof. The State Election Commission, Delhi also reserves the right to award work to more than one tenderer at the approved and accepted rate.
26. The successful bidder will have to sign an agreement with the State Election Commission as per annexure,C-5
27. The successful bidder will have to supply the material at his own cost at the location to be specified by the State Election Commission.
28. The tenderer must have capacity/ sufficient capability to carry out the work. The tenderer will not be allowed to delegate/transfer/ assign the contract or any part thereof to some other party.
29. If required, the tenderer will have to provide sufficient number of photocopier machine with operator in the office of State Election Commission, Delhi on the approved rate of photocopying.

30. In the 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 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.

IMP: All the documents of Technical Bid and Financial Bid must also be uploaded.

Signature and Seal of the Tenderer

BIDDER PARTICULARS

1. Name & Address of the Firm :
(Complete address)
2. Telephone No. :
3. Constitution of the firm (whether Co., partnership :
Or prop. Concern)
4. Name & Address of Prop./Partner/director :
As these cases may be
5. Name of the Contact Person :
6. TIN/VAT Regn.No(enclose a copy of certificates) :
& Service Tax Regn. No.
- 7.PAN/GIR Number (enclose a copy) :
8. Last three years return and balance sheet having :
Turnover of Rs.75 Lakhs.
9. Performance Certificate submitted :
10. Has the firm undertaken similar projects in the :
Past, if so, give details
11. Details of Earnest Money :
(i) Amount :
(ii) DD NO. and Date :
(iii) Name of the Bank :
12. Income Tax Return for the last three years :
13. Balance sheet attested by C.A. for the last three years :
:

Place:

(Signature of Tenderer)

Date:

Name:

Telephone

No.

UNDERTAKING IN THE SHAPE OF AFFIDAVIT DULY ATTESTED BY EXECUTIVE MAGISTRATE/NOTARY PUBLIC HAVING STAMP VALUE OF RS.100/-(ONE HUNDRED ONLY)

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 two year 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.
2. I/We undersigned hereby bind myself/ our self to State Election Commission, Delhi to laser print/ photocopy of photo electoral rolls, electoral rolls and other documents from the pdf/other format which will be handed over to us by the Commission for or on behalf of the President of India during the prescribed period.
3. The decision of the State Election Commission, Delhi as regard to the quality of work shall be final and binding upon me/us.
4. Earnest money deposited by me/us viz. Rs.3,00,000/-(Rupees Three Lakhs only) in the form of Account payee demand draft, fixed deposit receipt, bankers cheque or bank guarantee in favour of State Election Commission, Delhi, attached herewith shall remain in the custody of State Election Commission till acceptance of the tender is made known. Contract performance bank guarantee in favour of State Election Commission, Delhi of Rs.5,00,000/- (Rs. Five Lakhs only) shall be furnished well before the signing of contract and will be valid for a period of one year from the date of signing of contract.
5. 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 provide the service 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 any printed/copied item 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 services 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, Delhi.
9. If I/we fail to supply the services as per demand immediately, the State Election Commission has every authority to compound or forfeit the earnest money/Contract performance security.
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 Commission, will be valid for the period applicable. I/we undertake to provide the services within specified period. I/we undertake to execute the order within stipulated period and if I/we fail to provide the services during the stipulated period the necessary legal action can be taken by State Election Commission, Delhi.
12. I/We under take that the services provided 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/ corporations etc. or any court of law and against any partner or share holder thereof directly or indirectly in connection with or has any subsisting interest in business of my/our firm

Dated:

Signature & Seal
of Bidder

**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 furnished (earnest Money) as per tender document?	Yes/No
5.	Have you thoroughly gone through the contents of tender document?	Yes/No
6.	Do you fully comply with all the required qualifications as required in the Tender Document	Yes/No
7.	Have you understood the work as mentioned in tender	Yes/No
8.	Have you enclosed PAN of Income Tax , Service Tax Registration Number and VAT registration number.	Yes/No
9.	Have you enclosed an Undertaking in the shape of an affidavit regarding non blacklisting etc. by the Executive Magistrate/Notary Public as per annexure-C-2 on the stamp of Rs.100/-	Yes/No
10.	Weather sample has been provided or not	Yes/No
11.	Income tax return for the last three years	Yes/No
12.	Balance sheet duly attested by the C.A. for the last three years	Yes/No
13.	Whether satisfactory performance certificate has been attached	Yes/No

SIGNATURE AND SEAL OF BIDDER

TECHNICAL BID Consist of following documents

1.	Bid form as per annexure, C-5
2.	Bidders'/partner's particulars in prescribed format as per annexure, C- 1
3.	Copy of EMD as per tender document
4.	Copy of PAN of Income Tax , VAT registration number and service tax number
5.	Undertaking in the shape of affidavit duly attested by the Executive Magistrate/Notary regarding non blacklisting etc. as per annexure, C-2 on the stamp of Rs.100/-
6.	Certificate regarding proven experience/capabilities of providing such services (enclose certificates/ supply orders).
7.	Income Tax Return for the last three years
8.	Balance Sheet duly attested by the CA for the last three years.

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.

SIGNATURE AND SEAL OF BIDDER

Financial Bid

Sr. No	Particulars of the items/work	Rate for Printing/Photocopying per unit (including all taxes & levies)
1.	Rate of laser Printing of photo electoral rolls on A-4 size sheet of 75 GSM of reputed brand (ISI) paper (rate should be quoted including the cost of paper, ink/toner polling station & ward wise and other consumables etc.)(inclusive of all taxes as applicable) for one side	
2.	Rate of Voter slip with photograph of the voter on A4 75GSM reputed brand (ISI) paper having slogan on the back side, slogan will be provided by the Commission separately.	
3.	Rate of photocopying one side on legal/Full Scape size sheet of 75 GSM of reputed brand (ISI) /good quality paper (rate should be quoted including the cost of paper, ink/toner polling station & ward wise and other consumables etc.(inclusive of all taxes as applicable)	
4.	Rate of photocopying back to back on legal/Full Scape size sheet of 75 GSM of reputed brand (ISI) /good quality paper (rate should be quoted including the cost of paper, ink/toner polling station & ward wise and other consumables etc.(inclusive of all taxes as applicable)	
5.	Rate of photocopying one side on A-4 size sheet of 75 GSM of reputed brand (ISI)/good quality paper (rate should be quoted including the cost of paper, ink/toner polling station & ward wise and other consumables etc.(inclusive of all taxes as applicable).	

6.	Rate of photocopying back to back on A-4 size sheet of 75 GSM of reputed brand (ISI)/good quality paper (rate should be quoted including the cost of paper, ink/toner polling station & ward wise and other consumables etc.(inclusive of all taxes as applicable).	
7.	Blank voter slip with line for tearing (perforation) for each voter slip on A4 75GSM reputed brand (ISI) paper.	
8.	Printing of pamphlet (Colour) on A-4, size 70mg on plain paper with glue on the back side.	
9.	Printing of pamphlet (Colour) on A-4, size 70mg on glossy paper with glue on the back side.	
10.	Printing of pamphlet (Black & white) on A-4, size 70mg on plain paper with glue on the back side.	
11.	Printing of pamphlet (Black & white) on A-4, size 70mg on glossy paper with glue on the back side.	
12.	Printing of Poster colour glossy paper size 13"x19" (100mg) with glue on the back side.	
13.	Printing of Poster colour plain paper size 13"x19" (100mg) with glue on the back side.	
14.	Printing of Poster Black & white plain paper size 13"x19" (100mg) with glue on the back side.	
15.	Printing of Poster Black & white glossy paper size 13"x19" (100mg).	
16.	Printing of booklet per page on both side	
17.	Spiral binding of booklet per page	

Note: i) No column will be left blank or filled zero value of the BOQ; the bid of the bidder will be treated as cancelled.

ii) Total rates of all items will be considered as L1 Bidder.

Place:
Date:

(Signature of Tenderer)
Name: _____
Telephone No. _____

BIDFORM**(Enclose with Technical Bid)**

Date: ____/____/____

To

Sir, _____

Having examined the Bid Documents of **TENDER for the providing services of the printing & photocopier work during the forthcoming General Elections to three Municipal Corporations of Delhi-2017**. We _____(Name of the firm) offer to provide and deliver the services 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 annexure, C-4

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. 5,00,000/-(Rs. Five Lakhs only) and submit the same with the State Election Commission, Delhi, within 7 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

This agreement is made on this _____ day of _____ 2017 (Two Thousand Fifteen) BETWEEN M/s _____ through its /their proprietors 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 Dy. Secretary _____ State Election Commission 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 quotations/Tender for the work of laser printing and photocopying of electoral rolls and other documents in General Election -2017 to the Three Municipal Corporation of Delhi was called vide tender ID _____

And whereas the Agency, at the request of the Government has agreed to provide the services of the work of laser printing and photocopying of electoral rolls and other documents at the rates specified against each in the Schedule annexed to this Agreement as Annexure-"A" and the same be read as a part of this Agreement and conditions hereinafter appearing.

Now, therefore, this Agreement witnesses as follows:

- 1 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 (2) Two years from the date of signing of this Agreement by the both parties.
- 2 The Agency shall provide the services of laser printing and photocopying of photo electoral rolls, electoral rolls and other documents in the State Election Commission's office /or office of any officer as per requirement/directions.
- 3 The Agency shall also bear the cost of all expenses, taxes, etc.
- 4 The Agency shall provide the services of laser printing and photocopying of photo electoral rolls, electoral rolls and other documents at any point of time or place as intimated by this Commission / or by an officer authorized to do so.
- 5 The Agency shall comply with all the legal formalities, obligations and statutory requirements as per law of the land.

- 6 During the validity of the tender the Agency will be bound to provide the services of laser printing and photocopying of photo electoral rolls, electoral rolls and other documents as per specifications. In case the supplier fails to provide the services of laser printing and photocopying of photo electoral rolls, electoral rolls and other documents as required during the elections 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 also.
- 7 No advance payment will be made under any circumstances. Income tax will be deducted at source as per rules.
- 8 The approved lowest rates will be valid for two years 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.
- 9 Any legal dispute pertaining to this contract awarded shall be dealt within the jurisdiction of Delhi.
- 10 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.
- 11 The Agency shall be in a position to complete the work including delivery within 01 day from the supply of PDF/other format document. No extension of time will be allowed. For any delay in the supply of order, the contractor shall be liable to pay a fine of Rs.25000/- (Twenty Five Thousand) per day for each day default.
- 12 The Agency shall not assign the present contract to a third party or person or in any manner allow any other person or persons to manage to provide the said services, without the prior permission of the State Election Commission.

- 13 That Performance Security deposited by the M/s _____ for an amount of Rs.5,00,000/-(Rupees Five Lakh) in the shape of FDR is valid for a period of more than two years.
- 14 The Agency shall refund on demand or otherwise, the amounts paid to it on account of over-charging in their bills for providing services made under this Agreement failing which the Government may recover the same as arrears.
- 15 The Government shall pay for such services of laser printing and photocopying of photo electoral rolls, electoral rolls and other documents 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”.
- 16 The Agency hereby agrees to provide the services of laser printing and photocopying of photo electoral rolls, electoral rolls and other documents to the Government as per requirement from time to time within the Agreement period at the approved rates.
- 17 The Agency shall be bound to render full services and the supply orders from time to time.
- 18 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.
- 19 On termination of the Contract for default, the Performance Security deposit of the agency will be forfeited.
- 20 In the 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 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 in English. The venue of the conciliation and/or arbitration proceedings shall be in Delhi.

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.

(_____)

For and on behalf of

(Agency) Name & Seal

Witnesses:

1.

2.

Witnesses:

1.

2.

