



STATE ELECTION COMMISSION, DELHI
NIGAM BHAWAN, KASHMERE GATE, DELHI

**Notice Inviting Tender for SETTING UP OF COMPUTER CELL FOR
FORTHCOMING GENERAL ELECTION TO DMC-2017**

Online open bids are hereby invited from the reputed Firms/Companies having proven experience in Setting up of computer cell for election related works and having minimum average turnover of Rs 35 Lakhs for the last five financial years. Services are required to set up computer cell at State Election Commission for the General elections to the three Municipal Corporations of Delhi likely to be held in the month of March-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

Tender Enquiry No.	
Date of release of tender through e-procurement solution	06.02.2017
Date of Submission of tender	Start on 06.02.2017 at 05.00P.M Closing on 28.02.2017 upto 01:00 PM.
Physically submission of EMD Rs.2,00,000/-(Rupees Two lakh only) and all other documents.	28.02.2017 at 01:00 PM
Date & time opening of on line Technical Bids	28.02.2017 at 03:00.P.M.
Date & time of opening of financial bids	To be intimated to the technically qualified Bidders separately.

1. Bidder shall have to submit their bids online in electronic format with digital signatures.
2. Bidders are requested to attach all the relevant documents with the technical bid.
3. 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**

SCOPE OF WORK

SNO	DESCRIPTION
1	PREPARATION OF ELECTORAL ROLL WARD WISE
2	GENERATION OF VOTER SLIPS AS PER PRESCRIBED FORMAT
3	PREPARATION OF CD OF ELECTORAL ROLLS WARD WISE TILL DATE OF NOMINATION FOR PUBLIC DISTRIBUTION
4	LIST OF RO/ARO/SECTOR OFFICERS/OBSERVERS/MICRO OBSERVERS/SECTOR PLAN(HINDI & ENGLISH)
5	SOFTWARE FOR RO OFFICE TO COLLECT DATA ELECTRONICALLY e.g.FORM 3,4,6,717,18,20,21 AND VOTES POLLED ON POLLING DAY. THE SOFTWARE MUST BE WEB BASED FOR VIEWING ONLINE FOR SEC OFFICIALS AND OTHERS.MOBILE APP (ANDROID) FOR COLLECTION OF VOTES POLLED DATA BY SECTOR OFFICERS
6	STATEMENT OF ASSETS,LIABILITIES,EDUCATION QUALIFICATIONS,CRIMINAL RECORDS OF EACH CANDIDATES WARD WISE & CORPORATION WISE
7	FORMATION OF POLLING PARTIES - EACH IN PERFORMA OF APPOINTMENT. DATA COLLECTION AND POLLING PARTY CREATION USING ONLINE SOFTWARE
8	FINAL REPORTS OF ELECTION
9	ALL REPORTS OF DATA ORDERS/INSTRUCTIONS/ADVISORS TO BE UPLOADED ON WEBSITE/EMAIL/SMS SIMULTANEOUSLY FOR GENERAL PUBLIC VIEWING
10	PREPARATION OF ELECTION BOOKS(ENGLISH) E.G. MODEL CODE OF CONDUCT,ELECTION HAND BOOK,OBSERVER & EXPENDITURE HAND BOOK
11	PREPARATION OF ELECTION BOOKS(HINDI) E.G. MODEL CODE OF CONDUCT,ELECTION HAND BOOK,OBSERVER & EXPENDITURE HAND BOOK

12	SCANNING OF ALL FORMS & AFFIDAVITS
13	MINI COMPUTER CELL AFTER COMPLETION OF ELECTION(ONE SENIOR PROGRAMMER & TWO JUNIOR PROGRAMMER) FOR ELECTION WORK E.G. RTI QUERIES,DEPARTMENTAL REPORTS,LITIGATIONS AND MISC REPORTS)
14	DATA ENTRY OPERATORS
15	MISC WORK OTHER THAN MENTIONED ABOVE

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.
- 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 services 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 Work Order/Signing of Contract.
- 1.7 The requirement for Setting up of Computer Cell is at State Election Commission, Nigam Bhavan, Kashmere Gate, New Delhi-110006 and Installation and training of software at various Returning Offices. 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 work 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 be eligible for this tender. Any bid which have partial quote for a specific job only or supply of only few services 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 services shall be quoted free of cost.
- 1.14 The approved contractor shall also bear the cost of labour, packing, transportation for supply of hired articles to and fro from the destination. Likewise arrangements to Computers, Printers, UPS, Modems/Routers and all Consumables Hosting space/URL to be provided by the bidder and server should be located in India only. Such expenditure shall be borne by the Bidder. The SEC will provide adequate office space, Electricity and Internet Connection at Nigam Bhavan, Kashmere Gate, New Delhi.
- 1.15 The contractor shall be asked to supply any services for which the e- tender is being called, at any point of time as intimated by this Commission 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 tenderer must have capacity of all tendered services. The bidder will not be allowed to delegate/transfer/assign the contract OR any part thereof to some other party.
- 1.18 The tenderer whose bid are 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 services 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 complete work order for all jobs/services as per requirements to one of the lowest bidder and/or in the interest of the SEC.

- 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, 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.
- 1.24 The tender will be allotted strictly by taking overall quoted rates for all the services..
- 1.25 The bidder with seal of the firm should sign each document attached with the bid.
- 1.26 All works in course of execution or once executed in pursuance of contract shall at all times be open for inspection and supervision by any officer authorized by the State Election Commission.
- 1.27 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.
- 1.28 The Commission reserves the right to relax any of the terms and conditions in the government interest.
- 1.29 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.
- 1.30 Bidder should have valid Service Tax Number to participate in the bid.
- 1.33 The contractor shall provide services in best possible manner 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 tenderer(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 **28.02.2017** up to 01:00 PM.
- 2.3 The Technical bids received on line will be opened on **28.02.2017** at 3.00 PM.

- 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.
- 2.6 Service Tax/GST will be applicable as per government rules.

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) and have requisite financial turnover and job orders with Government Departments.
- 3.2 The Bidder should have Registered office in Delhi for the last 10 years and should be in the business of software development and data processing for the last 10 years
- 3.3 Bidder must have proven experience/capabilities of election related work. (Attach self attested copies of Work orders and Completion Certificate 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. The completion certificate should be on Letter head of the department showing address and contact numbers.
- 3.4 Bidder must have PAN, Service Tax numbers, copies of which are required to be attached with technical bid.
- 3.5 The average annual turnover of the bidder must be Rs.35 lakhs (Rupees thirty five lakhs only) and above for the preceding five financial years ending 31/03/2016. Bidder should submit balance sheet for the last five years showing average annual turnover of Rs. Thirty five Lakhs, and above duly certified by a Chartered Accountant.
- 3.6 The firm must have completed one job to the tune of minimum of Rs. 20,00,000/- (Rupees twenty lakhs only) or two jobs to the tune of minimum of Rs. 10,00,000/- (Rupees ten lakhs only) each in preceding five years ending 31/03/2016 with any govt. Deptt/PSU/Autonomous bodies
- 3.7 The bidder must not be blacklisted by any govt. deptt/organization/autonomous body etc.

- 3.8 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.
- 3.9 Bidder should be minimum ISO 9001:2008 certified
- 3.10 Bidder should have software for above mentioned scope of work and demonstration of software will be done at SEC.
- 3.11 Bidder must have VAT registration.

4. One Bid per Bidder:

Each bidder shall be submitting only one bid either by himself or as a partner/director. If a bidder or if any the partners/directors participate in more than one bid, the bids shall be rejected.

5. Bid Security (Earnest Money):

- 5.1 **Bid Security (Earnest Money) amount for Rs.2 lakhs** 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, Delhi** well before closing date and time.
- 5.2 The Bid Security (Earnest Money) shall be valid at least 180 days beyond the final bid validity of EMD i.e. 180 days from the last date of bid submission. 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;
- 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 tenderer/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 one year from the date of Bid opening**. A bid valid for a shorter period may be rejected by the State Election Commission as non-responsive. The contract will be valid for a period of one year and may be extended to another year on mutual consent on the same rates, terms & conditions.

7. Registration with Service Tax Department:

The bidders should have their firm registered with the Service 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).
- 8.2 The Successful Bidder(s) shall be required to furnish **Contract Performance Bank Guarantee amounting to Rs. 5,00,000/- (Rs. Five Lakh 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 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/Autonomous bodies 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 out rightly.
- 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.
- 8.7 Bidder must demonstrate Software for the above mentioned jobs before opening of Financial bid.

9. BID PRICES:

- 9.1 The Bidder shall indicate rate of each services/jobs as mentioned in the BOQ. The rates should be exclusive of service tax. The validity of these rates should be one year from the acceptance of bid.
- 9.2 The price should be quoted strictly in line with BOQ leaving no column blank whatsoever to avoid any ambiguity/rejection.
- 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 jobs/services asked to deliver should be the best. The Bidder is bound to supply the jobs/services at the approved rates during the validity of the rate contract. If the rates of any job/service 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..
 - 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, Service Tax Number & VAT registration..
 - vi) Copy of Balance sheet of last five years duly certified by a Chartered Accountant showing minimum average annual turnover of Rs. Thirty five Lakhs.
 - vii) Documentary proof in support of the firm's having completed one job to the tune of minimum of Rs. 20,00,000/- (Rupees Twenty Lakhs only) or two jobs to the tune of minimum of Rs. 10,00,000/- (Rupees Ten Lakhs only) each in preceding five years as on 31/03/2016 with any Govt. Deptt/PSU
 - ix) Proof of ownership and constitution of business.
- 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. 5,00,000/-**(Rs. Five Lakh 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 beyond 65 days from the date of completion of the contract. This will be released after the successful completion of contract period.

2. Payment Schedule:

- 2.1 Payment will be made after the completion of jobs against the work order in the Election Commission's Computer Cell, 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.
- 2.2 The supplier shall submit the bills in quadruplicate after due verification and certification by the respective departments /or by an Officer authorized by the State Election commission as the case may be.

3. Liquidated Damages:

If the Supplier fails to provide the services 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.10,000/-per day will be charged as penalty.

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.

Annexure C – 1

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

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.2,00,000/-(Rs. Two Lakhs only) in the form of F.D/B.G./D.D 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. 10000/- 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 tenderer

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 Setting up of computer cell for forthcoming General Elections to DMC-2017**. We _____, offer to supply

(Name of the firm)

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.

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

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 five 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 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 done in the past. Have you attached copies of Work orders and Completion Certificate as a proof.	<u>Yes/No</u>
13.	Have you enclosed copy of ISO 9001:2008 certificate.	<u>Yes/No</u>
14.	Have you enclosed Workflow of Software to be demonstrated at SEC.	<u>Yes/No</u>
15.	Have you enclosed copy of VAT registration	<u>Yes/NO</u>

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

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 five year balance sheet duly attested by CA
4	Copy of EMD as per tender document
5	Copy of PAN of Income Tax
6	Copy of Service Tax 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 and Completion Certificate.
9	Copy of ISO Certification 9001:2008
10	Copy of Income tax return for the last five years
11	Copy of Workflow of Software to be demonstrated at SEC
12	Copy of VAT Registration

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.

FORMAT OF FINANCIAL BID

SN O	DESCRIPTION	UNIT	RATE(Rs) Exclusive of Service Tax
1	PREPARATION OF ELECTORAL ROLL WARD WISE . 14000 parts (approx.) in all wards	Per Part	
2	GENERATION OF VOTER SLIPS AS PER PRESCRIBED FORMAT 14000 parts (approx.) in all wards	Per Part	
3	PREPARATION OF CD OF ELECTORAL ROLLS WARD WISE TILL DATE OF NOMINATION	Per CD	
4	LIST OF RO/ARO/SECTOR OFFICERS/OBSERVERS/MICRO OBSERVERS/SECTOR PLAN(HINDI & ENGLISH)	Per Record	
5	SOFTWARE FOR RO OFFICE TO COLLECT DATA ELECTRONICALLY e.g.FORM 3,4,6,7,17,18,20,21 AND VOTES POLLED ON POLLING DAY. THE SOFTWARE MUST BE WEB BASED FOR VIEWING ONLINE FOR SEC OFFICIALS AND OTHERS. MOBILE APP (ANDROID) FOR COLLECTION OF VOTES POLLED DATA BY SECTOR OFFICERS	Per Location	
6	STATEMENT OF ASSETS,LIABILITIES,EDUCATION QUALIFICATIONS,CRIMINAL RECORDS OF EACH CANDIDATES WARD WISE & CORPORATION WISE	Per Candidate	
7	FORMATION OF POLLING PARTIES - EACH IN PERFORMA OF APPOINTMENT. DATA COLLECTION AND POLLING PARTY CREATION USING ONLINE SOFTWARE	Per Polling Party	
8	FINAL REPORTS OF ELECTION	Per Ward	
9	ALL REPORTS OF DATA ORDERS/INSTRUCTIONS/ADVISORS TO BE UPLOADED ON WEBSITE/EMAIL/SMS SIMULTANEOUSLY FOR GENERAL PUBLIC VIEWING	Per Report	
10	PREPARATION OF ELECTION BOOKS(ENGLISH) E.G. MODEL CODE OF CONDUCT,ELECTION HAND BOOK,OBSERVER & EXPENDITURE HAND BOOK	Per Page	
11	PREPARATION OF ELECTION BOOKS(HINDI) E.G. MODEL CODE OF CONDUCT,ELECTION HAND BOOK,OBSERVER & EXPENDITURE HAND BOOK	Per Page	

12	SCANNING OF ALL FORMS & AFFIDAVITS	Per Page	
13	MINI COMPUTER CELL AFTER COMPLETION OF ELECTION (ONE SENIOR PROGRAMMER & TWO JUNIOR PROGRAMMER) FOR ELECTION WORK E.G. RTI QUERIES, DEPARTMENTAL REPORTS, LITIGATIONS AND MISC REPORTS). All hardware and software is to be provided by bidder. (Minimum Three months)	Per Month	
14	DATA ENTRY OPERATORS	Per Operator	
15	MISC WORK OTHER THAN MENTIONED ABOVE	Per Page	
16	Online software systems for complaint/suggestion during MCD election	Unit	

AGREEMENT

This Agreement is made on this _____ day of _____ 2017 (Two Thousand seventeen only) BETWEEN _____ 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 quotations for the hiring of the services of the Setting up of Computer cell , for making arrangement for various official functions of the Government were invited and whereas the quotations of the Agency have been accepted by the Government for the period of one year i.e. w.e.f. _____ to _____ .

And whereas the Agency, at the request of the Government has agreed to provide services for Setting up of Computer cell 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:

1. That the Agency shall work under the overall supervision and direction of the State Election Commission, Government of National Capital Territory of Delhi (for short called "Department"). This Agreement will be effective for a period of 12 (Twelve) months from the date of signing of this Agreement by both the parties.

2. That the quality of the IT services provided will be ensured by the Department on case-to-case basis periodically. IT, Equipment used shall be of best quality and free of fault failing which payments may be withheld or deductions as deemed fit by the Government will be made. Further, the Agency will be liable to be black- listed and the security deposited by the Agency will be forfeited.
3. Any loss sustained on account of fire or any other mishappening due to carelessness or substandard quality shall have to be made good by the contractor besides facing criminal/civil consequences at his own risks and costs.
4. The Agency shall be in a position to execute the work even in short notice i.e. even within six hours or less, of the placing of the order, failing which a penalty of 2% of the order value shall be levied on the contractor and will be deducted from the future claim. In addition the expenditure, if any, incurred over and above the approved rates on account of hiring of another firm shall also be recovered from the approved contractor. Non-execution of order shall be viewed as a breach of contract and performance security shall be forfeited in addition to the above.
5. In case of breach of any of the terms and conditions, the Government shall be at liberty to terminate this Agreement after giving 15 days notice in writing of the intention for doing so, without prejudice to the right of the Government to damage Agency on account of such breach.
6. If the Agency fails, at any time to render services or does not make supplies to the satisfaction of the Government or if the Agreement is rescinded or terminated due to the Agency's fault, the Government may enter into a new Agreement with another party for the unexpired term of this Agreement and the Agency shall be liable to pay to the Government for the losses sustained in doing so, that is to say –
 - (i) the extra expenses incurred by the Government as a result of entering into a new Agreement; and or
 - (ii) the cost incidental to affecting a new contract.

7. 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 the supply of the said services, without the prior written permission of the Government.
8. That M/s _____ shall submit Performance Security for an amount of Rs. _____ in the shape of FDR/Bank Guarantee/ Demand Draft which shall be valid for a period of 60 days beyond the completion of all contractual obligations.
9. On receipt of Performance Security the Earnest Money Deposit shall be refunded with the prior approval of competent authority.
10. The Agency shall refund on demand or otherwise, the amounts paid to it on account of over-charging in their bills for the supplies made under this Agreement failing which the Government may recover the same as arrears of land revenue.
11. The Government shall pay or cause to be paid for such articles as shall be supplied 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 BOQ.
12. The Agency hereby agrees to supply to the Government any number of services as per requirement from time to time within the Agreement period at the approved rates.
13. The Government shall not be bound to take all or any of the services enumerated in the said Schedule, in full or in part, if not so required.
14. The articles ordered for would be subject to inspection by the authorized representatives of the Government at any place decided by the Government and

are liable to be rejected if the articles supplied differ from the specification/drawings supplied already.

15. The Agency shall be bound to render full services and the supply orders from time to time.
16. The agency well in advance will be deemed to have satisfied itself of all the matters affecting the delivery of the supplies. No extra charges incurred as a consequence of wrong delivery, misconstruction of the terms of Agreement or otherwise shall be allowed.
17. The services shall have to be supplied by time and at the place indicated in the supply/allocation orders to be issued from time to time.
18. Payment will be made through cheque after deduction of TDS etc in favour of the Agency on the submission of the bills and satisfactory services of the Agency.
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. All disputes and differences arising out of, or in any way touching or concerning this agreement (except those the decision whereof is otherwise herein before provided for) shall be referred to the sole arbitration of the Lt. Governor of the National Capital Territory of Delhi or any person appointed by him. It will be no objection that the arbitrator is a government servant and that he has to deal with the matters to which this Agreement relates, and that in the course of his duties as such government servant he had expressed views on all or any of the matters in dispute or differences. The award of the arbitrator shall be final and binding on the parties.

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

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Deputy Secretary
For and on behalf of President of India.
(GOVERNMENT)

For and on behalf of M/s
(AGENCY) Name and Rubber seal

Witnesses:

1. _____

2. _____

Witnesses

1. _____

2. _____