

**OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI**  
**OLD ST. STEPHEN'S COLLEGE BUILDING**  
**KASHMERE GATE, DELHI-110006**  
**E-mail: [ceodelhi.hqr@gmail.com](mailto:ceodelhi.hqr@gmail.com)**

No. CEO/P&I/583/2013-14/34386

Dated :03/06/2015

**e-Tender Notice for supply of PVC Cards ,PVC Card printers and  
PVC Card printer cartridges/ribbons**

Online tenders are invited under Two-bid system for PVC Cards (from the manufacturers/security printers certified by a reputed global certifying authority/Visa /Master Card) , PVC Card Printers and Cartridges/ribbons for PVC Card printers (from manufactures/authorized dealers ) for a period of one year through E-tendering.

The EMD( as per details given below) shall have to be submitted physically in sealed envelope in the form of DD drawn on any Nationalized /Scheduled /Commercial bank located in India and Payable at Delhi in Favour of Chief Electoral Officer, Delhi latest by 25<sup>rd</sup>, June 2015( Thursday) up to 1.00PM at Room No. 7, P&I Branch O/o CEO, Delhi. The details are as under :

| S.NO. | Name of the item(s)  | Estimated value of the work (in Rs.) | EMD required (in Rs.) |
|-------|--|--------------------------------------|-----------------------|
| 1.    | PVC Card (15,00,000 Nos. tentative)                                    | 60,00,000/-                          | 3,00,000/-            |
| 2 A   | PVC Card Printer (70 Nos. tentative)                                   | 50,00,000/-                          | 2,50,000/-            |
| 2 B   | Compatible Cartridge/ribbon for PVC Card Printer (1000 Nos. tentative) |                                      |                       |

**SCHEDULE OF TENDER**

|  |  |
|--|--|
| Tender Id  | 2015_CEO_83447_1                                     |
| Date of Release of Tender through e-procurement solution | 4 <sup>th</sup> June, 2015(Thursday) at 4.00 PM      |
| Pre-bid meeting/conference                               | 10 <sup>th</sup> June, 2015(Wednesday ) at 3.00 PM   |
| Last date for submission of online tender                | 25 <sup>th</sup> June 2015(Thursday) up-to 2.00 PM   |
| Last date of submission of EMD                           | 25 <sup>th</sup> June, 2105(Thursday ) up-to 1.00 PM |
| Date of opening of technical bid                         | 25 <sup>th</sup> June, 2015(Thursday ) at 3.00 PM    |
| Date of opening of Financial bid                         | 26 <sup>th</sup> June, 2015(Friday ) at 3.00 PM      |

The Tender document can be downloaded from the website <https://govtprocurement.delhi.gov.in> and CEO Delhi's Website [www.ceodelhi.gov.in](http://www.ceodelhi.gov.in)

**(A.K.SRIVASTAVA)**  
**DY. CHIEF ELECTORAL OFFICER**

To link Aadhaar No.with voter ID card:-

Visit : [www.nvsp.in](http://www.nvsp.in) or [www.eci.nic.in](http://www.eci.nic.in) or [www.ceodelhi.gov.in](http://www.ceodelhi.gov.in) or  
Send SMS to 51969: ECILINK Space <VOTERID\_No> Space <Aadhaar\_number> (all alphabets should be in capital)

**OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI**  
**OLD ST. STEPHEN'S COLLEGE BUILDING,**  
**KASHMERE GATE, DELHI – 110006**

No. CEO/P&I/583/2013-14 /34386

Dated : 03/06/2015

**TERMS AND CONDITIONS OF E-TENDERING FOR SUPPLY OF PVC CARDS, PVC CARD PRINTERS AND CARTIRDGES REQUIRED FOR 70 VOTER CENTRES OF DELHI FOR A PERIOD OF ONE YEAR.**

Online tenders are invited through e-tendering from the manufacturers/security printers certified by a reputed global certifying authority/Visa /Master Card for PVC Cards and from manufactures/ authorized dealers for PVC Card Printers and Cartridges/ribbons for PVC Card printers. The tenders must be submitted online on the website <https://govtprocurement.delhi.govt.in> before the last date and time of submission of tender mentioned in the schedule of the tender. The schedule of tender is as follows :

| <b>SCHEDULE OF TENDER</b>                                |  |
|--|--|
| Date of Release of Tender through e-procurement solution | 4 <sup>th</sup> June, 2015(Thursday) at 4.00 PM      |
| Pre-bid meeting/conference                               | 10 <sup>th</sup> June, 2015(Wednesday ) at 3.00 PM   |
| Last date for submission of online tender                | 25 <sup>th</sup> June 2015(Thursday) up-to 2.00 PM   |
| Last date of submission of EMD                           | 25 <sup>th</sup> June, 2105(Thursday ) up-to 1.00 PM |
| Date of opening of technical bid                         | 25 <sup>th</sup> June, 2015(Thursday ) at 3.00 PM    |
| Date of opening of Financial bid                         | 26 <sup>th</sup> June, 2015(Friday ) at 3.00 PM      |

The name of the tender items and specification of PVC cards, PVC card printers and cartridges/ ribbons for PVC card printers are as under:

| S.N o.    | Name of the tender and specification required   | Estimated value of the work ( in Rs.) | Earnest money deposit required ( in Rs.) |
|-----------|---|---------------------------------------|--|
| <b>1.</b> | <b>PVC Card</b><br>requirement 1500000 cards (Tentative) which is to be supplied at 09 different locations within a span of one year) | 60,00,000/-<br>(approx.)              | 3,00,000/-                               |

| <b>Specifications</b>   |  |   |
|---|--|---|
| The PVC card should have the following dimension and security printing  |  |   |
|   | Size   | 8.6cm vertical and 5.4 cm horizontal.   |
|   | Thickness  | 0.8 mm  |
| <b>Specifications for security printing</b>   |  |   |
| <b>FRONT</b>  | 1  | Spiral micro letters line (EPIC) in art screen.   |
|   | 2  | Three colour guilloche design   |
|   | 3  | The national Emblem with guilloche design for invisible printing which can be seen by ultra violet light.   |
|   | 4  | The National Emblem printed on the upper left hand corner and Election Commission of India logo printed on the upper right hand corner in colour. |
| <b>BACK</b>   | 1  | Relief tint of "Election Commission of India" in bilingual i.e. English and Hindi.  |
|   | 2  | Additional security feature for Delhi printed as U-05   |
| As per the directions of the ECI ,the following text is to be printed on the back side of the PVC Card in English and Hindi | <p><b>Note :</b></p> <p>a) Mere possession of Electoral Photo Identity Cards is no guarantee of name being present in electoral rolls, Please check your name in the current electoral rolls before every election.</p> <p>b) Date of birth mentioned in this Card shall not be treated as a proof of age or date of birth for any purpose other than registration in electoral rolls.</p> |   |
| <b>Pre-qualification criteria for bidder of (1) above</b>   | (i) The bidder should be manufacture /security printer certified by a reputed global certifying authority/VISA/Master Card for manufacturing of secured PVC Cards for a minimum period of 3 years in India.  |   |

|           |   |                          |            |
|-----------|---|--------------------------|------------|
| <b>2A</b> | <b>PVC card Printer along with Additional Comprehensive Warranty of 4 years (1+4) covering all parts excluding printing heads &amp; Cleaning kits and printer as a whole.</b><br>(Minimum requirement 70 printers which is to be supplied at 70 different locations in Delhi) | 50,00,000/-<br>(approx.) | 2,50,000/- |
| <b>2B</b> | <b>Compatible Cartridges /ribbons (YMCKOKO Ribbon with 250 images) with double side printing for PVC Card printer and along with required numbers of Printing Head &amp; Cleaning Kits free of cost.</b><br>( approx.. 1000 Nos.)   |                          |            |

| <b>Specifications</b>  |                                 |   |
|--|---------------------------------|---|
| The PVC card printer should have the following dimension and security printing |                                 |   |
| 1  | Printing technology             | Dye sublimation   |
| 2  | Printing Size                   | Should print on 86x54 mm PVC Card   |
| 3  | Card thickness                  | Should be able to handle card thickness from 0.4 mm to 1.25 mm  |
| 4  | Print speed                     | Minimum 125 cards/hour double side printing in front side color & back side in One single pass with YMCKOKO (Min. 250 images)   |
| 5  | Printing resolution             | 300 dpi   |
| 6  | Interfaces                      | USB   |
| 7  | Drivers                         | Windows (with device driver/patch updates support upto warranty period)   |
| 8  | Field upgradability             | Printer should be field upgradable for Smart card encoding (Contact & Contactless card) Magnetic decoding   |
| 9  | Safety                          | Hardware & Software – Optional  |
| 10   | Certification                   | BIS   |
| 11   | Ribbon setting & identification | Automatic   |
| 12   | Input Hopper                    | Minimum 100 Cards   |
| 13   | Output Hopper                   | Minimum 40 cards  |
| 14   | Error message                   | LED/LCD Display, port monitor   |
| 15.  | Warranty                        | Additional comprehensive warranty for 4 year (1+4) covering all parts and printer as a whole (excluding printing heads and cleaning kits)                               |
| <b>Pre-qualification criteria for bidder for 2A and 2B above</b>               |                                 | The bidder should be manufacturer /authorized dealer/ supplier authorized by OEM for PVC card printers and cartridges/ribbons for a minimum period of 3 years in India. |

The prospective bidders may bid either for PVC Card only or for PVC Card printer only along with cartridge or for both i.e PVC Card and PVC Card printer along with cartridge.

The bidder who bids only for PVC Card printers ( without cartridges/ribbons ) or only of Cartridges/ribbons (without PVC Card Printers) shall be summarily rejected for these items.

## **TERMS AND CONDITIONS**

1. The tenderers should submit online Technical Bid and Financial Bid.
  - A. Technical Bid - It should contain the document as mentioned in the Clause 2 of the terms and Conditions of this tender document.
  - B. Financial Bid - Should have only prices / rates quoted by the tenderers
2. The Bidder shall submit the following document along with the Technical Bid:

- i. Performa for Bidder's particulars(Annexure-I)
- ii. Self-attested copy of PAN No. under Income Tax Act and TAN No. under Service Tax Act.;
- iii. Self-attested copy of TIN No.
- iv. Self-attested copy of Valid Registration No. of the Agency /Firm/ company ;
- v. Audited balance sheet of the last 03 years, ending 31<sup>st</sup> march of the previous financial year ` showing minimum annual turnover as given below:
  - a) If bidding for PVC cards only - Rs. 18,00,000/-
  - b) If bidding for PVC printer & cartridges only- Rs. 15,00,000/-
  - c) If bidding for both (a) and ( b) above - Rs. 33,00,000/-

The balance sheet should be duly authenticated by a Registered Chartered Accountant.

- vi. Proof of experience supported by documents from the concerned organizations;
- vii. The bidder shall deposit Earnest Money Deposit (EMD) physically in room no. 7, P&I Cell of this office (As per details given below) in the form of Demand Draft from any Nationalised/Scheduled/Commercial Bank located in India payable at Delhi drawn in favour of Chief Electoral Officer, Delhi before the last date and time for online submission of financial bid prescribed in the tender document The EMD for PVC Cards, PVC card Printers and Cartridges is as under:

1. EMD for PVC Cards bid :Rs. 3,00,000/-
2. EMD for PVC Card printer and Cartridges bid :Rs. 2,50,000/-

The Earnest money/bid security will be forfeited in case the bid is withdrawn during the period of tender's validity or if the successful

bidder refuses to execute the contract or fails to furnish the required Performance Security within the stipulated time.

- viii. An Undertaking to the effect that the Agency has not been blacklisted by any of the Department/Organizations of the Govt. of India/State Govt./Government of NCT of Delhi/PSUs and no criminal case is pending against the said firm/agency.
3. The bidder shall have an experience and past performance of the similar type of contract/work for preceding three financial years in any government department /public sector under taking (PSU)/multi-national companies(MNC) as given below:
- (a) three similar completed works costing not less than the amount as given below:
- |   |                  |
|---|------------------|
| If bidding for PVC cards only                       | -Rs. 24,00,000/- |
| If bidding for PVC cards printers & Cartridges only | -Rs. 20,00,000/- |
| If bidding for both                                 | -Rs. 44,00,000/- |
- (b) Two similar completed works costing not less than the amount as given below:
- |  |                  |
|--|------------------|
| If bidding for PVC cards only                      | -Rs. 30,00,000/- |
| If bidding for PVC card printers & Cartridges only | -Rs. 25,00,000/- |
| If bidding for both                                | -Rs. 55,00,000/- |
- (c) One similar completed work costing not less than the amount as given below:
- |   |                  |
|---|------------------|
| If bidding for PVC cards only                     | -Rs. 48,00,000/- |
| If bidding for PVC card printer & Cartridges only | -Rs. 40,00,000/- |
| If bidding for both                               | -Rs. 88,00,000/- |
4. 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 bid security must be submitted physically in Room No. 7, P&I cell of the office of Chief electoral Officer, Delhi by 1.00 PM on 25<sup>th</sup> June, 2015.
5. The tender must be submitted online on the website <http://govtprocurement.delhi.gov.in> before the last date & time prescribed for submission of tender. Tenders will not be accepted if sent by post or any other medium, under any circumstances. Technical Bid of all the tenderers will be opened on the day mentioned in the schedule i.e 25<sup>th</sup> June, 2015 at 3.00 PM in the Chamber of Dy. CEO, Office of Chief Electoral Officer, Old St. Stephen's College Building, Kashmere gate, Delhi in the presence of tenderers or their authorized representatives, who wish to be present on the occasion.

6. 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 any person signs the agreement on behalf of limited company or firm, he will produce letter of authority/ resolution passed by the company/firm empowering him to sign the agreement on behalf of the company or firm.
7. Each and every document up-loaded along with bid should be signed by the Proprietor /Authorized Partner/Authorized signatory (in case of company ) and same should be up-loaded along with bid.
8. Any person who is in Government service or an employee of the Department should not be made a partner to the contract, by the tenderer directly or indirectly in any manner whatsoever.
9. The rates quoted should be inclusive of all taxes/duties/levies but excluding VAT and on FOB destination basis. No additional charges /cost for transportation to the offices of nine (09) District Election Officers / 70 Voter Centers shall be provided by the Department. VAT shall be paid as applicable by the Government.
10. L-1 will be decided on the basis of total price /cost per unit inclusive of all taxes(including VAT. )
11. The rates shall be valid for one year with effect from the date of agreement and may be extended, if required, by mutual agreement.
12. Successful bidder/tenders will have to enter into agreement with District Election Officer concerned and to submit performance security to the tune of 10% of the total contract value with the respective District Election Officer of all 09 election Districts, in the form of A/C payee Demand draft/Fixed deposit Receipt/bank Guarantee from a Nationalized / Commercial bank in favour of DDO, Office of the District election officers, Delhi along with a signed contract/agreement on Stamp Paper of Rs.100/- (Paid by the tenderer) within 07 days from the date of finalization of the tender to provide the requisite material at the approved rates up to the validity of the tender. The

Earnest money draft submitted along with tender document will be returned by the Department on receipt of said performance security by all the District and duly signed Contract/Agreement for providing the requisite material by all the District Election Officers. The performance guarantee shall remain valid for a period of 60 days beyond the date of cessation of agreement.

13. The tenderer shall provide the requisite material within following time limits after issuance of supply order by the concerned election District :-
  - (a) PVC cards : 21 days
  - (b) PVC Card printers : 21 days
  - (c) Ribbons/ cartridges : 07 days  
( alongwith printer heads and cleaning kits)
14. The orders for the PVC cards will be placed by the concerned District Election Officer as per their requirement and 21 days' time will be given each time the order is placed for the delivery of the PVC cards. The order of the PVC cards will be given in piece meal.
15. The supplier of PVC card printer has to maintain a comprehensive warranty of all the parts( excluding printer head and cleaning Kit) and printer as a whole for a period of additional four years (1+4), with no extra cost, subsequent to first year of Agreement. In all the cases the printer has to be repaired within 24 Hours of lodging of the complaint and if the printer is not repaired within 24 hours, the same has to be replaced with good quality standby printer.
16. The supplier shall provide required number of printing heads and cleaning kits along with compatible ribbons/cartridges , free of cost.
17. The Department reserves the right to cancel the tender or to withhold payment in the event of non-commencement or unsatisfactory performance by the tenderer. In such eventually, the Department further reserves the right to get the work done from open market at the cost of the contractor and the tenderer will be black listed by the Government for a period of four years to participate in any type of tender & his performance guarantee shall also be forfeited.
18. If any information furnished by tenderer is found to be incorrect or false at any time, the bid shall be rejected and Bid Security to be forfeited. If such facts came into the notice after contract has been entered into, the Agreement shall be liable to be terminated without any notice and the performance guarantee shall be forfeited.



19. The Department reserves the right to terminate the tender at any time without assigning any reason.
20. The tenderer shall indemnify the Department against all damages/charges and expenses for which the Government may be held liable to pay on account of the negligence of the tenderer or any 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.
21. Willing Agencies/firms are requested to visit website <https://govtprocurement.delhi.gov.in> for detailed information and may inquire at phone No.011-23918951 with Sh. B K Singh, Election Officer (P&I) , CEO Office for any clarification. For assistance in filing tender on above website, the bidder may also contact Helpdesk at 6<sup>th</sup> Floor, Vikas Bhawan II, Upper Bela road, delhi-110054. A pre-bid conference will be held 10<sup>th</sup> June, 2015 3.00 PM in the chamber of Dy. CEO, O/o CEO, Delhi, for clarifying issues and clearing doubts, if any , about the specifications and other allied technical/procedural details of the items required.
22. The payment towards the contract will be made by the office of respective District Election Officer to whom the supplies have been made within 45 days of submission of bills. . For this purpose the contractor will have to submit bills, in triplicate, in the name of District Election Officer concerned. No escalation clause shall be accepted on any grounds during the period of the contract. No extra charges will be remitted for delivery of required material at the designated locations.
23. The supplier of the printer will have to provide training to officers and staff members with regard to operation of printer at the time of installation of the printer and also during the terms of Agreement /AMC as and when required.
24. The supplier of the printer will have to submit certification from BIS.
25. No extra charges for packing, forwarding, transportation, installation and insurance etc. will be paid over and above the rates quoted.
26. No advance payment will be made in any circumstances.
27. In case, there is a failure to replace the rejected articles, the loss undergone by the Government will be recovered from the supplier's Performance Guarantee and in addition a penalty of 10% of the total loss evaluated will also be recovered from the Performance security/payment due to supplier.

28. The tender/offers received, which do not confirm with the above terms and conditions will be summarily rejected.
29. In the event of any question, dispute or differences arising between the parties relating to the interpretation and application of the provision of this agreement, such disputes or differences shall be resolved amicably with the mutual consultations and on failure to do so shall be referred for arbitration. The decision of the Arbitrator to the agreement in this regard shall be final and binding upon both the parties.

The parties shall continue to perform their obligations under this agreement during arbitration proceedings. The location for arbitration will be within NCT of Delhi. Any dispute shall be subject to exclusive jurisdiction of Delhi Courts. Arbitration procedure will be as per Indian Arbitration and conciliation Act, 1996. Further, the power to appoint an Arbitrator vests with Lt. governor of Delhi.

30. The bidder may question the bidding condition, bidding process and for reasons for rejection of its bid, if so desires.

**(A K SRIVASTVA)**  
**Deputy Chief Election Officer**

---

All the terms & conditions (SI.No.1 to 30) are accepted and binding on me/us

**(Signature of the Tenderer)**  
**(Rubber seal)**

**ANNEXURE-I**

**OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI  
OLD ST. STEPHEN'S COLLEGE BUILDING,  
KASHMERE GATE, DELHI – 110006**

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

Due date of Tender : \_\_\_\_\_

Opening Time of Tender: \_\_\_\_\_

1. Name of Work/Tender : \_\_\_\_\_
2. Name of the Firm : \_\_\_\_\_
3. Address of the Firm : \_\_\_\_\_  
\_\_\_\_\_
4. Telephone Number : Office : \_\_\_\_\_  
Resi : \_\_\_\_\_  
Mobile No. : \_\_\_\_\_  
Fax No. : \_\_\_\_\_  
Email ID : \_\_\_\_\_
5. Name (s) of all Partners/  
Prop./Directors (1) \_\_\_\_\_  
(2) \_\_\_\_\_
6. Service Tax No. (Attach copy): \_\_\_\_\_
7. PAN Card No. (copy enclosed): \_\_\_\_\_
8. TAN Card No. (copy enclosed): \_\_\_\_\_
9. TIN NO. : \_\_\_\_\_
10. Details of EMD : No. \_\_\_\_\_ Date \_\_\_\_\_  
( to be deposited in the  
form of DD/Pay Order) Amount \_\_\_\_\_  
(Original enclosed ) Drawn on \_\_\_\_\_

**11. Declaration by the bidder:**

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

**(Signature of the bidder)  
Name and Address (with seal)**

**ANNEXURE-II**

**OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI  
OLD ST. STEPHEN'S COLLEGE BUILDING,  
KASHMERE GATE, DELHI – 110006**

**PERFORMA FOR TECHNICAL BID FOR PROVIDING PVC CARD, PVC CARD PRINTER AND  
CARTIRDGES FOR PVC CARD PRINTERS**

1. Name of the firm :
  2. Address :
  3. Name & address of Proprietor/ :
- Authorized Signatory of firm/Company

| S. No | Name of Desired document  | Whether copy of desired certificates/ document enclosed/ uploaded |
|-------|---|---|
| 1.    | Valid Registration certification of the Firm/Company (Attach self-attested copy of the certificate)   | Yes/No  |
| 2.    | Valid PAN No. of the company/Firm (attach self-attested copy of the PAN card)   | Yes/No  |
| 3.    | Valid TAN No. of the company/Firm (attach self-attested copy of the TAN card)   | Yes/No  |
| 4.    | Valid TIN No. (attach self-attested copy of TIN No.)  | Yes/No  |
| 5.    | Valid Service Tax registration No. (attach self-attested copy of the certificate) in case bidding of PVC card printer inclusive of AMC                              | Yes/No  |
| 6.    | Pay order/bank Draft for Rs. _____ in favour of the Chief Electoral Officer, Delhi as Earnest Money Deposit. ( PO/DD No. No. _____ Dated _____ Bank/ Branch _____ ) | Yes/No  |
| 7.    | Audited Balance Sheet showing annual turnover as mentioned at clause No.2(v) for the last three years   | Yes/No  |
| 8.    | Undertaking that their firm / agency is not declared black listed by any Government /authority/ department/autonomous body of State / central Govt.                 | Yes/No  |
| 9.    | Certificate issued by the reputed global certifying authority/Visa/Master Cards for manufacturing of secured cards.   | Yes/No  |
| 10.   | Letter of Authorized Signatory  | Yes/No  |
| 11.   | Experience & Past performance on similar type of contracts for last three years in any Govt. department/ PSU/MNCs etc.  | Yes/No  |
| 12.   | Proof of experience supported by documents  | Yes/No  |
| 13.   | BIS certification (for the supplier of printer)   | Yes/No  |

**(Signature of tenderer)  
(Rubber seal)**

## ANNEXURE-III

**OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI**  
**OLD ST. STEPHENS COLLEGE BUILDING, KASHMERE GATE, DELHI-**  
**110006**

**PRICE BID / BOQ**

| <b>S.No.</b> | <b>Name of the tender and specification required</b>  | <b>Price / Rate per unit (inclusive of all taxes/ duties/levies etc.) but excluding of VAT</b> | <b>Rate of VAT (%)</b> | <b>Amount of VAT</b> | <b>Total</b> |
|--------------|---|--|------------------------|----------------------|--------------|
| (A)          | (B)   | (C)  | (D)                    | (E)                  | (C+E)        |
| 1.           | <b>PVC Card</b><br>requirement 1500000 cards<br>(Tentative)<br>which is to be supplied at 09<br>different locations within a span<br>of one year)   |  |                        |                      |              |
| 2A           | <b>PVC card Printer along with Additional Comprehensive Warranty of 4 years (1+4) covering all parts excluding printing head &amp; Cleaning kit</b><br>(Minimum requirement 70<br>printers which is to be supplied at<br>70 different locations in Delhi) |  |                        |                      |              |
| 2B           | <b>Compatible Cartridges /ribbons (YMCKOKO Ribbon with 250 images) with double side printing for PVC Card printer (along with required numbers of Printing Heads &amp; Cleaning Kits, free of cost )</b><br>( approx.. 1000 Nos.)                         |  |                        |                      |              |

**(Signature of the bidder)**  
**Name and Address (with seal)**

## **ANNEXURE-IV**

### **AGREEMENT**

This agreement is made at New Delhi on..... day of ..... 2015 for a period of one year from the date signing of this agreement between the President of India, represented by District Election Officer, Delhi herein after referred to as "First party" which expression shall unless excluded by or repugnant to the context be deemed to include his/her successor in office and assigns on the first party

#### **And**

M/s \_\_\_\_\_ through its Proprietor/Partner/Director \_\_\_\_\_ which expression shall unless excluded by or repugnant to the context shall include his representative administrator, executives and assign on the second party.

WHEREAS, the office of the Chief Election Officer, Delhi Old St. Stephen's College Building, Kashmere Gate, Delhi-110006 requires PVC Cards, PVC card Printers and cartridges for making EPIC Cards.

AND WHEREAS , M/s \_\_\_\_\_ has agreed to provide items mentioned in this Agreement ( as per specifications mentioned in tender document) at the rates mentioned in Schedule of rates , below for a period of one year from the date of signing of this Agreement as per requirement.

### **SCHEDULE OF THE AGREEMENT**

This Agreement shall be valid for a period of one year from the date of signing of Agreement and may be extended, if required by mutual agreement.

During the currency of the agreement, the department is at liberty to place orders of PVC card, PVC Card Printers and Cartridges/Ribbons as per requirement. In case additional items are required it will be done on already agreed and settled rates for the main contract.

### **TERMS AND CONDITONS**

1. **Schedule of rates** : The rates shall be as under:

- i) PVC Card per card @ Rs..... on FOB destination basis & inclusive of all taxes/duties/levies but excluding VAT( which will be paid as per government rates applicable).

- ii) PVC Card Printer @ Rs..... on FOB destination basis & inclusive of all taxes/duties/levies but excluding VAT( which will be paid as per government rates applicable), along-with Additional Comprehensive Warranty of 4 years (1+4) covering all parts excluding printing head & Cleaning kit.
  - iii) Compatible Cartridges/ribbons for PVC card Printer (YMCKOKO Ribbon with 250 images) with double side printing for PVC Card printer (along with required numbers of Printing Heads & Cleaning Kits, free of cost ) @ Rs..... per cartridges/Ribbon on FOB destination basis & & inclusive of all taxes/duties/levies but excluding VAT( which will be paid as per government rates applicable).
2. The supplier shall furnish 10% of estimated cost of work as Performance security in the shape of Bank Guarantee/Demand Draft/Fixed Deposit of any Nationalized bank in favour of District Election Officer (Name of District), within 07 days from the issue of the offer for award of work, failing which, the Earnest money shall be forfeited and the contract will be awarded to any other firm. The Performance security should be valid for 60 days beyond the completion of the contract.
  3. In case any information furnished by the supplier is found to be incorrect at any point of time, no payment will be made and the EMD/Performance security will be forfeited.
  4. The firm/agency whom the work has been awarded should have sufficient capacity to carry out the work. The supplier will not be allowed to delegate/transfer/assign the contract or any part thereof to some other party.
  5. Tax will be deducted at source for all payment as per rules.
  6. After the completion of work, bills in triplicate will be prepared on the basis of accepted rates and shall be submitted in the District Election Officer concerned. All payments will be made by the office of the District Election Officer concerned within 45 days of submission of bills. Request for advance payment will not be entertained in any case.
  7. The Stamp Duty for making the contract shall be borne by the supplier.
  8. The Chief Election Officer, Delhi reserves the right to allot any quantity of work to any of the supplier in the interest of the department. The quantity of work allotted can also be increased or decreased by the office on the basis of

performance of the supplier and decision of Chief Electoral Officer in this regard will be final and binding upon the parties.

9. The District Election Officer, with the prior approval of Chief Electoral Officer, Delhi, reserves the right to cancel the agreement at any point of time if the work is found to be substandard.
10. All the terms and conditions stipulated in tender document forms part of this Agreement.

### **INDEMNITY**

The supplier of PVC Card/PVC card Printer/Cartridges shall indemnify the Office of the District election Officer for all loses arising out of this contract and will bear any liability arising out of his failure to implement any of the legal provisions.

### **PAYMENT TERMS**

The rates declared and accepted will be final. The payment will be made by the District Election Officer of the District concerned. The payment towards the contract will be made within 45 working days of submission of bills in the concerned District Election Office under normal circumstances. No escalation clause shall be accepted on any grounds during the period of contract.

### **ARBITRATION**

In the event of any questions, dispute or differences arising between the parties relating to the interpretation and application of the provision of this agreement, such dispute or differences shall be resolved amicably with the mutual consultation and on failure to do so shall be referred for arbitration. The decision of the Arbitrator to the agreement in this regard shall be final and binding upon the parties.

The parties shall continue to perform their obligation under this agreement during arbitration proceedings. The location for arbitration will be within NCT of Delhi. Any dispute shall be subject to exclusive jurisdiction of Delhi Courts.

Arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996. Further, the power to appoint an Arbitrator vests with Lt. Governor of Delhi.



**THE AGREEMENT**

This document signed by both the parties shall constitute the entire agreement binding on both the parties.

This agreement has been executed in the English language in two originals and each party has retained one original.

In witness whereof each of the parties here to has caused this agreement to be executed as on the day, the month and the year first written above.

Signature of the Contractor  
(Second Party)/ With seal

- 1. Witness :  
Name \_\_\_\_\_  
Address \_\_\_\_\_
- 2. Witness :  
Name \_\_\_\_\_  
Address \_\_\_\_\_

For and on behalf of the President of India

(Department)  
First party With seal