

OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI
Old St. Stephen's College Building, Kashmere Gate, Delhi – 110006
Phone: 011-23918951,23967774 Email: ceodelhi.hqr@gmail.com

F.No. CEO/P&I/773/2015-16/36151-58 Dated: 17/06/2015

To

As per the list (Annexure-1)
(Firms empanelled by Department of Information Technology, GNCTD for providing Data Entry Work)

E-TENDER NOTICE

Subject: Notice for invitation of Financial Quotation from Agencies empanelled by Department of Information Technology, Govt. of NCT of Delhi for data entry work.

Madam/Sir,

Financial quotation is invited from empanelled agencies of Department of Information Technology, Govt. of NCT of Delhi for digitization of around 90 Lacs FORMS (+/- 20%) pertaining to 70 Voter Centers of Delhi, through e-procurement system of GNCTD (<https://govtprocurement.delhi.gov.in>). The agencies which are empanelled by Department of Information Technology, Govt. of NCT of Delhi FOR DATA ENTRY WORK vide Circular number No.F.6(282)/2013/IT/Tech/10673-10852 dated 28/11/2014 can **only** participate in this invitation. The other details and terms & conditions regarding the same are as follows:-

1) SCOPE OF WORK

- i. In order to implement the National Electoral Rolls Purification & Authentication Programme (NERPAP), the Department intends to digitize the FORMS filled by the applicants as per Annexure-2 and/or Survey reports with same no. of fields. The fields are as follows:-
 - a) Name
 - b) EPIC/Voter ID No.
 - c) Aadhaar No.
 - d) Mobile No.
 - e) Email ID (wherever available-which is in around 10% FORMS)

- ii. Data entry will be done through either or both of the following methods as per the instructions of Chief Electoral Officer(CEO), Delhi:-
 - a) **Method-1:** Through Excel/Access based desktop application provided by office of CEO , Delhi
 - b) **Method-2:** Through web based application on Election Commission of India's NVSP portal, www.nvsp.in or URL as provided by the Department. The credentials(User-id & Passwords)for the data entry purpose shall be provided to the Implementing Agency by the Department.
- iii. There will be around 90 Lacs FORMS/survey reports (+/-20%) all over Delhi pertaining to 70 Voters'Centers of Delhi. The FORMS/survey reports are available at 70 Voters'CentersofDelhi, which will be required to be collected by the Agency and to be delivered back after the data entry work in similar condition.
- iv. The work will be awarded to L-1bidder on the basis of financial quotations submitted by the bidders. However, if capacity of the L-1 bidder is not found matching to the volume of work to be performed, Chief Electoral Officer, Delhi reserves the right to make a panel of willing agencies for execution of said work and allocate work to these empanelled agencies at L-1 rate. In such situation, firstly, the CEO, Delhi will allocate work to L-1 bidder according to its capacity and rest of the work will be distributed to willing empanelled agencies.
- v. Work allocation amongst the willing empanelled agencies shall depend on (a) capacity of agency to execute the work (b) Location of working office in proximity with District Election Office and Voters' Centers (c) Performance of agency.
- vi. Work duration and time lines:

The department intends to get the entire work [90 Lac FORMS/Survey Reports entry (+/- 20%)] completed within 60 days from the date of agreement. Out of it,50 Lacs FORMS/survey reports will have to be digitized within first 30 days from the date of agreement. The balance approx. 40 Lacs FORMS/survey reports are to be digitized in the next 30 days.

If the successful L-1 bidder does not found to have adequate capacity to execute the entire work as per above timelines and the Department allocates work to the willing agencies at L-1 rate, then the timelines for execution of work for each agency will be as follows:-

S.No.	Volume of work	Timelines
1	Data Entry of 15 Lacs FORMS/survey reports	In first 30 days from the date of agreement for each agency
2	Data Entry of 15 Lacs FORMS/survey reports	In next 30 days thereafter for each agency

vii. In case of any delay (beyond above timelines) penalties will be levied on defaulting agency as per penalty clause mentioned in the tender document, besides decision regarding cancellation of work order, forfeiture of performance security etc.

viii. Various parameters related with the data entry work are as per table given below:-

Parameters of Data Entry Work	
Source	FORMS/Survey Report on copy of electoral roll
Quality	Handwritten
Place of data entry	Offsite at agency's premise
Record size	5 fields as per sample form (Annexure-2)
Number of records	90 Lacs FORMS/survey reports (+/- 20%)
Sample records	Attached as Annexure -2
Time period of completion	60 days
Accuracy	100%
Format in which data to be entered	As per method -1 and /or method -2 as mentioned in scope of work as per instructions of CEO, Delhi
Format in which data to be given	- In case of method -1, data to be given in Excel/Access format - In case of method -2, data to be submitted online
Machines /other infrastructure	To be provided by agency
Backup	Required in case of method -1 in DVDs
Whether scanning will be involved	NO
Whether printout required	NO

2) SCHEDULE OF TENDER

The tender/bid schedule through e-procurement platform (<https://govtprocurement.delhi.gov.in>) of Govt. of NCT of Delhi will be as follows:-

Date & time of publishing of tender on e-Procurement platform	17/06/2015(Wednesday) at 6:00 PM
Last date & time of on-line submission of Financial bid	24/06/2015(Thursday) up to 05:00 PM
Date and time of on-line opening of Financial Bid	25/06/2015(Friday) at 12:00 Noon

The approximated value of entire work is estimated at Rs. 54 Lacs.

3) EARNEST MONEY DEPOSIT (EMD)

- i. The bidder shall deposit Earnest Money Deposit (EMD) physically in room no. 7, P&I Cell of this office for an amount of Rs. 1,35,000/-[Rupees One lac thirty five thousand Only] 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.
- ii. The EMD will be forfeited in the following conditions:-
 - a) If at any stage, any of the information/declaration given by the bidder is found false.
 - b) If a bidder withdraws his bid during the period of bid validity specified in the terms and conditions of tender.
 - c) In case of any lapse/default in honouring of the terms and conditions at any stage after submitting the bid.
 - d) In case of final selection of bidder, if he fails to enter into an agreement or fails to furnish Performance Security in accordance with the terms and conditions of the tender.

4) TERMS AND CONDITIONS FOR BIDDING:-

- i. The bidder shall submit online a copy of tender document duly signed and stamped on every page of the document along with Annexures-3&4.
- ii. A Declaration from the Bidder (Form-1) with regard to compliance of all the terms & conditions of tender shall be submitted along with bid document as per format given in Annexure-3.
- iii. Capacity of Bidder regarding data entry work: A statement from the Bidder with regard to its capacity of data entry work (manpower, IT infrastructure etc.) at their premises shall be submitted along with Bid Document as per format given in Annexure-4.
- iv. CEO Delhi reserves the right to cancel/amend the tender without assigning any reason without thereby incurring any liability to the affected Bidder or Bidders.

5) TERMS AND CONDITIONS FOR IMPLEMENTATION BY THE EMPANELLED AGENCY

- i. Service Location and Work Space: Execution of scope of work defined in this tender is to be performed, completed, and managed at the agency's site that must be within the National Capital Region, preferably in NCT of Delhi, so as to facilitate coordination with the Department and Voters' Centres.
- ii. Implementing agency will set up Data Entry Unit.
- iii. Implementing agency shall set up all necessary IT infrastructures at its own cost.
- iv. Implementing agency shall arrange necessary skilled & experienced manpower at its own cost.
- v. The Implementing Agency shall deliver processed work as desired by District Election Officer with 100% accuracy.
- vi. The processed data shall be free from any virus/spam/intrusion etc.
- vii. Implementing agency shall maintain the confidentiality of all records.
- viii. Implementing agency will ensure that data is maintained in confidentiality and any unauthorized copying by any input/output media is not allowed.
- ix. Agency/Tenderer shall collect the FORMS from the Voter Centers and shall also deliver the same to the concerned Voter Center in similar condition without changing any extra cost for this work.
- x. Successful Bidders shall enter into an agreement with concerned District Election Officer. A copy of draft agreement is enclosed as Annexure -6.
- xi. Performance Security: Successful Bidder/Tenderer shall submit Performance Security to the tune of 7.5% of the total contract value with concerned District Election Officer in 7 days of award of work in the form of Demand Draft/Fixed Deposit Receipt or Bank Guarantee from a Nationalized/Scheduled/Commercial Bank located in India payable at Delhi drawn in favor of DDO, Office of the District Election Officer, Delhi along with a signed agreement on stamp paper of Rs.100/- (to be paid by the Tenderer).

The Performance Security shall be valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest will be payable for this amount.

- xii. If the Department finds that the work has not been performed satisfactorily, the Department shall bring such specific instance to the notice of the Implementing Agency and Implementing Agency will be required to improve its performance within a specific time period. If even after receipt of such a notice, the agency does not complete the work satisfactorily, the District Election Officer of the concerned District will issue show cause notice to the concerned Implementing agency, asking as to why the performance security given by it should not be forfeited.
- xiii. The rates quoted by the bidders shall be inclusive of all kind of taxes/charges/levies, **on FOB basis**, but excluding Service Tax (which will be paid at Govt. applicable rates).
- xiv. The rates shall be valid for one year with effect from the date of acceptance of the tender.
- xv. The effective date of the contract will be date of signing of agreement and agreement will remain valid till the date of completion of work.
- xvi. The validity period of agreement may be increased after taking the approval of the CEO, Delhi.
- xvii. The payment will be made on monthly basis to the agency on the basis of submission of bills (in Triplicate) to the concerned District Election Officer pertaining to the work done by the agency in the last month subject to satisfaction of the Department. Payment will be made by concerned District Election Officer only after having satisfied qualitatively and quantitatively about the correctness of data.
- xviii. For the calculation of actual work performed, successful records entered by the agency through Method-1 and/or Method-2 (as mentioned earlier) will only be considered for processing of payment.
- xix. No escalation clause shall be accepted on any ground during the period of contract.
- xx. No extra charges will be remitted for collection and delivery of FORMS/survey reports to and from the Voters' Centers.
- xxi. The firm participating in this tender must adhere to all the terms & conditions mentioned in the circular issued by Department of Information Technology, GNCTD vide no. F.6(282)/2013/IT/Tech/10673-10852 dated 28/11/2014.

6) PROCESS

- i. Implementing agency will collect all the FORMS/Survey Reports from the Voter Centers of the concerned District and digitize them at Agency's Office having all necessary arrangements.
- ii. Implementing Agency shall collect the FORMS/survey reports from Voters' Centers on the same or the next day after getting intimation from the officer of concerned Voters' Centre.
- iii. Separate room/Space shall be allocated at the office of agency for digitization of FORMS/survey report of each District/Voters' Centre. They shall ensure that the FORMS/survey report of various Voters' Centres are not mixed up.
- iv. Implementing agency will digitize the FORMS/Survey Reports as per scope of work and once digitized, the FORMS/Survey Reports will be returned back at the respective Voter Center in the same sequence as received by implementing agency and in good condition.

7) PENALTY CLAUSE

- i. The work shall be started within 02 days of the signing of the agreement. Delay in starting the work beyond 02 calendar days, will carry a penalty of Rs. 5,000/- per day for delay up to 05 days. Beyond 05 days of delay, the work order may be cancelled and performance security may be forfeited. In that case, the work can be awarded to any other empanelled agency(s) at the rate quoted by L-1 Bidder.
- ii. District Election Officer or any other authorized officer may check the quality of the Data Entry. In case data is not error free, penalty at double the proportionate rate will be imposed i.e.
$$\text{Penalty} = (\text{No. of erroneous record in sample data} * \text{Amount of Bill} * 2) / \text{Number of Sample Data Tested.}$$
- iii. In case of any delay in execution of work as per timelines prescribed in this tender document under the heading 'Scope of Work', penalty at the rate of Rs. 10,000/- per day for first 7 days will be levied. In case of further delays, the work order may be cancelled and performance security can be forfeited. In that case, the work can be awarded to other empanelled agency(s) at the rate quoted by L-1 Bidder.

8) TERMINATION OF CONTRACT

The CEO Delhi or concerned District Election Office may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the qualified Bidder, terminate the contract in whole or in part and/or forfeiture of Performance Security, if:-

- i. The qualified Bidder fails to deliver any or all of the obligations within the time period(s) and/or as quality specified in the contract, or any extension thereof granted by the office of CEO, Delhi or concerned DEO.
- ii. In case of blacklisting by any Department of Central / State /UT Govt./PSU/Govt. undertaking.
- iii. In case found involved in subcontracting for this contract.
- iv. In case any terms & conditions of the tender document and/or agreement is violated.

9) FINANCIAL BID

- i. **Rates for Data entry work should be quoted on unit basis in the format at Annexure-5 on e-Procurement Portal of GNCTD.**

10) MISCELLANEOUS

- i. In case of any clarification, Sh. Vijay Kumar, Election Officer (Electoral Roll), Room No. 36, Office of Chief Electoral Officer, Old St. Stephan's Building, Kashmere Gate, Delhi-110006, Tel:- 011-23967774 may be contacted.

Yours faithfully,

**(A K SRIVASTAVA)
Deputy CEO, Delhi**

Annexure-1

Government of NCT of Delhi
Department of Information Technology
9th Level, B-Wing, Delhi Secretariat, I.P. Estate, New Delhi - 110002

List of empanelment of vendors for providing Data Entry Operators for Data Entry Work in GNCTD.

S.N.	Name of the Firm	Address	Name of contact Person	T.No. & e-mail ID
1.	AIM Consultants Pvt Ltd,	4327/3, 101, 1 st Floor, Satyam House, Ansari Road, Daryaganj, New Delhi-110002.	Manoj Chaturvedi	30955551 9810101474 aim_con@rediffmail.com
2.	Megalogix,	L-16, Lajpat Nagar-II, New Delhi - 110024	Ajay Chikersal	011-41018430 info@megalogix.org
3.	Bedi & Bedi Associates,	F-53, 1 st Floor, D.B. Gupta Market, Karol Bagh, New Delhi - 110005	Amandeep Singh Bedi	9811111489 Info.bedi@gmail.com
4.	JMD Consultants,	310 A, 3 rd Floor, R-21, 22 & 23, Kheneja Complex, Shakarpur, Delhi-92	Neelam	8800631090 yogijmd@yahoo.com
5.	Impressive Data Services Pvt Ltd,	1. V:252, Khajoor wali Gali, Arvind Nagar, Ghonda, Delhi-110053 2. 633, D1, Durga Home, Shalimar Garden Ext.1, GZB (UP)	Satendra	0120-2648525 9999344579 Impressivedataservices@yahho.co.in
6.	GA Digital Web world (P) Ltd	No. 1, Hargovind Enclave, Vikas Marg Extn, Delhi-110092	Garima Arora	011-22373618 Garima1000@hotmail.com
7.	Computer Clinic India (P) Ltd,	301-A, Sagar Complex, LSC New Rajdhani Enclave, Vikas marg, New Delhi -110092	Rajiv Rathi	9811034542 cciplg@hotmail.com
8.	Shivam Computer,	1810, 2 nd Floor, Parsadi Gali, Gyani Bazar Kotla, New Delhi Opp. D-56 South Extn Part-I	J.S.Bist	011-24646640 shivamscs@gmail.com

A

(To be given on letter head of the agency)

**Form-1
Declaration**

- 1) I _____ Son/Daughter/wife of Shri/Smt. _____ authorized signatory of the agency/firm mentioned above is competent to sign this declaration and execute this tender document.
- 2) I have carefully read and understood all the term and conditions of the tender and undertake to abide by them.
- 3) My agency has not been blacklisted/debarred from participating in the tender of any Department of Govt. of NCT of Delhi or any Ministry/Department of Govt. of India or any Government Undertaking in the last 3 years.
- 4) The information /documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we am/are well aware of the facts that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Signature of the authorized person

Full Name: _____

Contact No. _____

Seal

Date: _____

Place: _____

Form-2

STATEMENT OF CAPACITY OF DATA ENTRY WORK

Name of Company/agency/firm : _____

Sno.	Address of Premise(s) where data entry work is to be performed	Number of computers	Total no. of data entry operators (Covering all shifts)	Whether Internet connection available on all computer systems	Total per day data entry capacity of given FORM/survey report of agency(Please mention in terms of No. of FORMS)

Signature of the authorized person

Full Name: _____

Contact No. _____

Seal

Date: _____

Place: _____

Annexure -5

**FINANCIAL BID FOR DATA ENTRY WORK
FOR THE OFFICE OF CHIEF ELECTION OFFICER, DELHI**

(For online submission through e-procurement portal (<https://govtprocurement.delhi.gov.in>) of GNCTD)

	Work Description	Rate per Unit (FORM/Survey Report) (In Rs.)
Method -1	Data Entry Charges per Form- through Excel/Access based desktop application provided by office of CEO, Delhi	
Method -2	Data Entry Charges per Form- Through web based application on Election Commission of India's NVSP portal, www.nvsp.in or URL as provided by the Department.	

Note:

1. The rates quoted by the bidder shall be inclusive of all kind of taxes/charges/levies on FOB basis but excluding Service Tax (which will be paid at Govt. applicable rates).
2. Agency is required to quote rates of both methods compulsorily.

Signature of the authorized person

Full Name: _____

Contact No. _____

Seal

Date: _____

Place: _____

DRAFT AGREEMENT

This AGREEMENT is made on this DATE BETWEEN THE president of India Through the **District Election Officer, District _____, Delhi**, (hereinafter called “the Government” which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors and assigns) of the one part and **M/s _____ (Vendor/agency name and address)** (hereinafter referred to as “the Company” WHEREAS the Government is assigning DATA ENTRY WORK (hereinafter referred to as “the said work”) in the District Election Office (Address), (hereinafter referred to as “the said office”);

AND WHEREAS the Government has invited tender for the said work;

AND WHEREAS the Company, amongst others, had submitted tender for the said work to the Government;

AND WHEREAS the Government has accepted the tender of the Company for the execution of the said work and the Company is willing to undertake the said work on contract rates and the terms and conditions hereafter appearing.

NOW THEREFORE, THIS AGREEMENT WITNESSES as follows:-

The volume of work and terms & conditions of the contract and financial liabilities are as under:-

1. SCOPE OF WORK

- i. In order to implement the National Electoral Rolls Purification & Authentication Programme (NERPAP), The Company shall digitize the FORMS filled by the applicants as per Annexure-2 of tender document and/or Survey reports with same no. of fields. The fields are as follows:-
 - a) Name
 - b) EPIC/Voter ID No.
 - c) Aadhaar No.
 - d) Mobile No.
 - e) Email ID (wherever available-which is in around 10% FORMS)

- ii. Data entry will be done through either or both of the following methods as per the instructions of Chief Electoral Officer(CEO), Delhi:-
- a) **Method-1:** Through Excel/Access based desktop application provided by office of CEO , Delhi
- b) **Method-2:** Through web based application on Election Commission of India's NVSP portal, www.nvsp.in or URL as provided by the Department. The credentials (User-id & Passwords) for the data entry purpose shall be provided to the Implementing Agency by the Department.
- iii. There will be around 90 Lacs FORMS/survey reports (+/-20%) all over Delhi pertaining to 70 Voters' Centers of Delhi. The FORMS/survey reports are available at 70 Voters' Centers of Delhi, which will be required to be collected by the Agency and to be delivered back after the data entry work in similar condition.
- iv. Work duration and time lines:
The entire work [90 Lac FORMS/Survey Reports entry (+/- 20%)] to be completed within 60 days from the date of agreement. Out of it, 50 Lacs FORMS/survey reports will have to be digitized within first 30 days from the date of agreement. The balance approx. 40 Lacs FORMS/survey reports are to be digitized in the next 30 days.

If the successful L-1 bidder does not found to have adequate capacity to execute the entire work as per above timelines and the Department allocates work to the willing agencies at L-1 rate, then the timelines for execution of work for each agency will be as follows:-

S.No.	Volume of work	Timelines
1	Data Entry of 15 Lacs FORMS/survey reports	In first 30 days from the date of agreement for each agency
2	Data Entry of 15 Lacs FORMS/survey reports	In next 30 days thereafter for each agency

- v. In case of any delay (beyond above timelines) penalties will be levied on defaulting agency as per penalty clause mentioned in the tender document,

besides decision regarding cancellation of work order, forfeiture of performance security etc.

- vi. Entry of accurate and correct data entry, keying in text, letters, standard FORMS on computers;
- vii. Responsible for various types of data entry services including online data entry, database data entry, data entry of surveys and data entry of reports etc.
- viii. Ensure the smooth handling of information by entering the data into the computer.
- ix. Verification of data for accuracy and inconsistencies after data capture or data migration.
- x. Responsible for data validation such as data type, range and constant validation etc.
- xi. Responsible for double entry and proof reading data.
- xii. Report generation, office record and file maintenance.

2. PLACE & WORKING HOURS

- i. Company shall conduct the work at its premises, as intimated to the Government and separate room/space shall be allocated at their office(s) for digitization of FORMS of each District/Voters' Center.
- ii. CEO, Delhi or concerned DEO or any officer authorized by them can visit office and working premise of the Company at any time. The Company shall be responsible to ensure smooth visit and allow to inspect the work.

3. THE GOVERNMENT'S RESPONSIBILITY

- i. Government shall provide all input document to be digitized.
- ii. Provide payment as per the schedule and T&C mentioned in this contract.

4. THE COMPANY'S RESPONSIBILITY

- i. Company will set up Data Entry Unit.
- ii. Company shall set up all necessary IT infrastructures at its own cost.
- iii. Company shall arrange necessary skilled & experienced manpower at its own cost.

- iv. Company shall deliver processed work as desired by District Election Officer with 100% accuracy.
- v. The processed data shall be free from any virus/spam/intrusion etc.
- vi. Company shall maintain the confidentiality of all records.
- vii. Company will ensure that data is maintained in confidentiality and any unauthorized copying by any input/output media is not allowed.
- viii. Company shall collect the FORMS from the Voter Centers and shall also deliver the same to the concerned Voter Center in similar condition without changing any extra cost for this work.
- ix. If the Department finds that the work has not been performed satisfactorily, the Department shall bring such specific instance to the notice of the Company and Company will be required to improve its performance within a specific time period. If even after receipt of such a notice, the Company does not complete the work satisfactorily, the District Election Officer of the concerned District will issue show cause notice to the concerned Company, asking as to why the performance security given by it should not be forfeited.
- x. The rates shall remain valid for the entire period of contract.
- xi. The effective date of the contract will be date of signing of agreement and agreement will remain valid till the date of completion of work.
- xii. The validity period of agreement may be increased after taking the approval of the CEO, Delhi.
- xiii. The payment will be made on monthly basis to the agency on the basis of submission of bills (in Triplicate) to the concerned District Election Officer pertaining to the work done by the agency in the last month subject to satisfaction of the Department. Payment will be made by concerned District Election Officer only after having satisfied qualitatively and quantitatively about the correctness of data.
- xiv. For the calculation of actual work performed, successful records entered by the agency through Method-1 and/or Method-2 in the tender document will only be considered for processing of payment.
- xv. No escalation clause shall be accepted on any ground during the period of contract.

- xvi. No extra charges will be remitted for collection and delivery of FORMS/survey reports to and from the Voters' Centers.
- xvii. The Company shall adhere to all the terms & conditions mentioned in the circular issued by Department of Information Technology, GNCTD vide no. F.6(282)/2013/IT/Tech/10673-10852 dated 28/11/2014.
- xviii. Upon being selected the tenderer shall arrange trained manpower proportionate to the workload at different points of time.
- xix. Collection and returning of data sheets/input documents/printed proforma of any type, of data entry work from the Voters' Centres.
- xx. All statutory obligations towards his employees like payment of PF etc, would be fulfilled by the tenderer.
- xxi. The Deptt. expects 100% accuracy for data entered. Whatever intermediary processing/printing/checking etc. is involved to ensure 100 percent accuracy it will be responsibility of the tenderer. No extra charge will be paid to the tenderer for such work.
- xxii. The firm will submit a performance security of 7.5% of the total value of work in favour of DDO of Office of the District Election Officer in the form of Demand Draft/Fixed Deposit Receipt or Bank Guarantee from a Nationalized/Scheduled/Commercial Bank located in India payable at Delhi ,as performance guarantee for the contract period. The Performance Security shall be valid for a period of sixty days beyond the date of completion of all contractual obligations. No interest will be payable for this amount.

5. CONFIDENTIALITY AND PRIVACY

- i. All human resource deployed on this assignment by the Company, shall sign a Non-disclosure agreement with the Company.
- ii. The Company shall ensure confidentiality and security of data. The Deptt. will have full right to counter check over these activities and would have supervision of the same on regular basis.
- iii. The Company shall hereby agree that it shall not disclose any confidential information, to any third party or make use of other than for Government's benefit.

- iv. Company agrees to return to the Government immediately, all document and other tangible objects obtaining or representing the confidential information and all copies of thereof which are in the possession of the assigned employee (Data Entry Operator) of the Company, including but not limited to all documents , FORMS and survey report.

6. CONTRACT PERIOD

- i. The rates shall be valid for one year with effect from the date of acceptance of the tender.
- ii. The Company or the Government will have options to extend the contract term by a period depending on work load, with the mutual consent of both parties by way of a written document.
- iii. The Government shall have the right to terminate the agreement without assigning any reason by giving 7 days notice.

7. PAYMENT TERMS

- i. The rates approved for different works records lengths are as under:-

S.No	Work	Approved rates per records excluding service tax and inclusive of all kind of taxes/charges/levies (in Rs.)

- ii. The payment will be made on monthly basis to the Company on the basis of submission of bills (in Triplicate) pertaining to the work done by the Company in the last month subject to satisfaction of the Government. Payment will be made only after having satisfied qualitatively and quantitatively about the correctness of data.
- iii. No escalation clause shall be accepted on any ground during the period of contract. No extra charges will be remitted for collection and delivery of FORMS to and from the Voter Centers.
- iv. The firm will ensure 100% accuracy of data entered, verified, validated and a certificate to this effect will be given by the agency after the completion of every job handed over to the Government. The Government will check 5% sample data handed over to the Government.

8. PENALTY CLAUSE

- i. The work shall be started within 02 days of the signing of the agreement. Delay in starting the work beyond 02 calendar days, will carry a penalty of Rs. 5,000/- per day for delay up to 05 days. Beyond 05 days of delay, the work order may be cancelled and performance security may be forfeited. In that case, the work can be awarded to any other empanelled agency(s) at the rate quoted by L-1 Bidder.
- ii. District Election Officer or any other authorized officer may check the quality of the Data Entry. In case data is not error free, penalty at double the proportionate rate will be imposed i.e.
$$\text{Penalty} = (\text{No. of erroneous record in sample data} * \text{Amount of Bill} * 2) / \text{Number of Sample Data Tested.}$$
- iii. In case of any delay in execution of work as per timelines prescribed in this tender document under the heading 'Scope of Work', penalty at the rate of Rs. 10,000/- per day for first 7 days will be levied. In case of further delays, the work order may be cancelled and performance security can be forfeited. In that case, the work can be awarded to other empanelled agency(s) at the rate quoted by L-1 Bidder.
- iv. Besides, the entire lot of such data will have to be corrected by the agency without any additional charge. The payment will be released after deducting the penalty amount, if any.

9. TERMINATION OF CONTRACT

The CEO Delhi or concerned District Election Office may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the qualified Bidder, terminate the contract in whole or in part and/or forfeiture of Performance Security, if:-

- a. The Company fails to deliver any or all of the obligations within the time period(s) and/or as quality specified in the contract, or any extension thereof granted by the office of CEO, Delhi or concerned DEO.
- b. In case of blacklisting.
- c. In case of found involved subcontracting for this contract.

- d. In case any terms & conditions of the tender document and/or agreement is violated.

10. ARBITRATION

- i. All the disputes and difference arising out of, or in any way touching or concerning this agreement (except those the decision whereof is otherwise hereinbefore provided for) shall be referred to the arbitration of the Lt. Governor of the National Capital Territory of Delhi, or his nominee, or in case his designation is changed or his office is abolished, to the sole arbitration of any person who for the time being, is entrusted, whether or not in addition to other function with the functions of Lt. Governor of The National Capital Territory of Delhi, by whatever designation such officer may be called or a person nominated by such officer. There will be no objection to any such appointment that the arbitrator so appointed is a Govt. Servant, that he had to deal with the matter to which this agreement relates, and that in the course of his duties as such Govt. servants he had expressed views on all or any of the matters in dispute or difference. The award of the arbitrator so appointed shall be final and binding on the parties. The venue of arbitration shall be Delhi.
- ii. The courts at Delhi shall have exclusive jurisdiction to deal with any matter arising out of this agreement.

IN WITNESS WHEREAS the parties to this agreement have set their respective hands and seals in the presence of the witnesses on date, month and year mentioned hereinabove.

Witnesses:-

1. Signature

Name:

Name.

Address:

Designation

(Government)

2. Signature

Name:

Name.

Address:

Designation
(Company)