

No. CEO/P&I/796/2014-15/3950

Dated :22.02.2016

e-Tender Notice for engaging reputed service provider firm/company/agency for printing and supply of personalized PVC EPIC Cards

Online tenders are invited, for a period of two years, under Two-bid system for engaging service provider Firm/Company/Agency for printing and supply of Personalized PVC EPIC Cards from the reputed firms/companies/agencies, who deals in preparation/printing/personalization of variable data/PVC cards for a minimum period of 3 years in India, through E-tendering.

The EMD(as per details given below) shall have to be submitted physically in sealed envelope in the form of DD/FDR/BG drawn on any Nationalized /Scheduled /Commercial bank located in India and Payable at Delhi in favour of Chief Electoral Officer, Delhi latest by 16.03.2016 up to 1.00 PM at Room No. 7, P&I Branch O/o CEO, Delhi. The details are as under :

S.NO.	Name of the work	Estimated value of the work of 2 years (in Rs.)	EMD required (in Rs.)
1.	Printing and supply of personalized PVC EPIC Cards in all 70 Voter Centers of Delhi (20,00,000 cards tentative in two years, excluding replacements)	2,00,00,000/-	5,00,000/-
SCHEDULE OF TENDER			
Tender Enquiry No.		2016_CEO_99539_1	
Date of Release of Tender through e-procurement solution		22.02.2016	
Pre-bid meeting/conference		29.02.2016 at 3.00 PM	
Last date for submission of online tender		16.03.2016 up to 1.00 PM	
Last date of submission of EMD		16.03.2016 up to 1.00 PM	
Date of opening of technical bid		16.03.2016 at 3.00 PM	
Date of opening of Financial bid		21.03.2016 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. The tender can be submitted only online.

(B.K. SINGH)
ELECTION OFFICER (P&I)

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

E-mail: ceo_delhi@eci.gov.in Phone :011-23988865

No. CEO/P&I/796/2014-15/3950

Dated :22.02.2016

e-Tender Notice for engaging reputed service provider firm/company/agency for printing and supply of personalized PVC EPIC Cards

CEO Delhi intends to issue PVC EPIC (Voter ID) cards to all new Electors as per the instructions issued by the Election Commission of India. There are more than 1.33 crores Electors in 70 Assembly Constituencies (ACs) of 11 election districts in Delhi as on date. During last 05 years, more than 60 lakhs EPIC Cards were issued in Delhi, which covers the period of Municipal Corporations election, Delhi Assembly elections & Lok Sabha election. On an average, approximately 7 to 8 lakhs EPIC /Voter ID Cards are issued annually in a non-election year and 10-12 lakhs in an election year. There are 70 Voter Centers in Delhi (one in each Assembly Constituency). EPICs are generated and issued from these Voter Centers. The number of EPIC cards issued at Voter Centers vary from AC to AC. As a whole, the PVC EPIC cards are issued to the electors under following categories :

- (a) New Electors (Through Form 6)
- (b) Correction in details (Through Form 8)
- (c) Change of Address within AC (Through Form 8A)
- (d) Duplicate EPIC (Through Form 002)

Besides above, the PVC EPIC cards may also be issued to all those Electors who apply in writing to replace the existing EPIC cards. It is expected that a large number of existing electors may apply for replacement of old/existing EPIC cards with new PVC EPIC cards in Delhi, on introduction of this new card.

Therefore, online tenders are invited, for a period of two years, under Two-bid system for engaging service provider Firm/Company/Agency for printing and supply of Personalized PVC EPIC Cards from the reputed firms/companies/agencies, who deals in preparation/printing/personalization of variable data/PVC cards for a minimum period of 3 years in India, through E-tendering.

The EMD(as per details given below) shall have to be submitted physically in sealed envelope in the form of DD/FDR/BG drawn on any Nationalized /Scheduled /Commercial bank located in India and Payable at Delhi in Favour of Chief Electoral Officer, Delhi latest by 16.03.2016 up to 1.00 PM at Room No. 7, P&I Branch O/o CEO, Delhi. The details are as under :

S. NO.	Name of the work	Estimated value of the work of 2 years (in Rs.)	EMD required (in Rs.)
1.	Printing and supply of personalized PVC EPIC Cards in all 70 Voter Centers of Delhi (20,00,000 cards tentative in two years, excluding replacements)	2,00,00,000/-	5,00,000/-

SCHEDULE OF TENDER

Tender Enquiry No.	2016_CEO_99539_1
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Date of opening of Financial bid	21.03.2016 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. The tender can be submitted only online.

(B.K. SINGH)
ELECTION OFFICER (P&I)

OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI
OLD ST. STEPHEN'S COLLEGE BUILDING, KASHMERE GATE, DELHI – 110006
E-mail: ceo_delhi@eci.gov.in Phone :011-23988865

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

Dated : /2015

TERMS AND CONDITIONS OF E-TENDERING FOR ENGAGING SERVICE PROVIDER FIRM/COMPANY/AGENCY FOR PRINTING AND SUPPLY OF PERSONALIZED PVC EPIC CARDS, IN ALL 70 VOTER CENTRES OF DELHI FOR A PERIOD OF TWO YEARS.

Online tenders are invited under Two-bid system, for a period of two years, for engaging service provider Firm/Company/Agency for printing and supply of Personalized PVC EPIC Cards from the reputed Firms/Companies/Agencies who deals in preparation/printing/personalization of variable data/PVC cards for a minimum period of 3 years in India, through E-tendering.

The tender can only 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 :

1. SCHEDULE OF TENDER :

Date of Release of Tender through e-procurement solution	22.02.2016
Pre-bid meeting/conference	29.02.2016 at 3.00 PM
Last date & time for submission of online tender	16.03.2016 up to 1.00 PM
Last date & time of physical submission of EMD	16.03.2016 up to 1.00 PM
Date & time of opening of technical bid	16.03.2016 at 3.00 PM
Date & time of opening of Financial bid	21.03.2016 at 3.00 PM

2. The name of the work, estimated value of work, EMD required are as under :

S.No	Name of the work and specifications required	Estimated value of the work of 2 years (in Rs.)	Earnest money deposit required (in Rs.)
1.	Printing and supply of personalized PVC EPIC Card (20,00,000 cards tentative in 2 years, excluding replacement cards)	2,00,00,000/-	5,00,000/-

3. Specifications of PVC cards, PVC card printing required are as under:

The PVC EPIC cards should be of ISO/IEC 7810 :2003 standards and should have the following dimensions and security printing. The bidder should ensure that PVC cards must be made of virgin material and should not be of recycled material.		
Dimensions		
	Size	vertical(Height)-85.72mm(Maximum) 85.47mm (Minimum) Horizontal(Width)-54.03mm(Maximum) 53.92mm (Minimum)
	Thickness	0.84mm(Maximum) 0.68mm (Minimum)
Specifications for security printing		
FRONT	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.
BACK	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
		Note :All cards will be printed on PVC sheet with colour photograph. As per the directions of ECI, some fixed & variable data has to be printed on front & back side of PVC Card in English & Hindi.

PVC card printers :The bidder must ensure that PVC Card printers are BIS certified and printing technology used for printing should be Double Sided Dye Sublimation using compatible cartridges/ ribbons YMCKOKO with at least 300 dpi.

4. Eligibility criteria :

The basic eligibility criteria for submission of bids are as follows :-

- (i) The bidder must be a reputed Firm/Company/Agency who deals in preparation/printing/personalization of variable data/PVC Cards for a period of at least preceding three (03) financial years in India i.e. 2012-13, 2013-14 & 2014-15.
- (ii) The Firm/Company/Agency must be incorporated or registered in India under the relevant laws during preceding three financial years.
- (iii) The bidder's average annual turnover from the activity of preparation/printing/personalization of variable data/PVC Cards should not be less than Rs. 30,00,000/- per year during the last three preceding financial years i.e. 2012-13, 2013-14 and 2014-15.
- (iv) The bidder shall have an experience and past performance of preparation/printing/personalization of variable data/personalized PVC cards (photo based Cards /Ration Cards /Driving License /PVC EPIC Card etc.) during preceding three financial years in any Government Department /Public sector undertaking (PSUs) as given below:
 - (a) Three similar completed works of amount not less than Rs.40,00,000/-.
 - (b) Two similar completed works of amount not less than Rs.50,00,000/-.
 - (c) One similar completed work of amount not less than Rs.80,00,000/-.
- (v) The bidder must have prior experience in executing work of preparation of at least 1 lac cards like EPICs, PAN cards, Driving licenses, PVC card printing or any other identification cards of State, Central Government, any PSU or any similar bodies of State or Central Government. **(No Sub contracted experience shall be allowed).**

- (vi) The bidder blacklisted by any of the Govt. Department/Organization is not eligible to participate in the tender.
- (vii) The bidder must have valid PAN No. under IT Act, valid TIN No. under VAT Act, and valid ST No. under Service Tax Act.

A bidder must fulfill all the criteria mentioned above in Para-4 (Eligibility Criteria), failing which bidder shall not be considered for opening of Financial Bid.

5. Technical and Financial Bid :

- (i) The bidder should submit online Technical Bid and Financial Bid.
 - A. Technical Bid - It should contain the document as mentioned in the Clause 5 (ii) below.
 - B. Financial Bid - Should have only price / rate quoted by the bidder.**(Annexure-PVC-VI)**
- (ii) The Bidder shall submit the following documents along with the Technical Bid:
 - a. Performa for Bidder's particulars**(Annexure-PVC I)**
 - b. Performa for Technical Bid**(Annexure-PVC II)**
 - c. Performa for Past experience/ works executed **(Annexure-PVC III)**.
 - d. Performa for details of Turnover **(Annexure-PVC IV)**.
 - e. Performa for details regarding PVC card printers **(Annexure-PVC V)**.
 - f. Self-attested copy of Valid Registration certificate of Firm/Company/Agency.
 - g. Self-attested copy of Valid PAN No. of the Firm/company/Agency.
 - h. Self-attested copy of Valid Service Tax No. of Firm/Company/Agency.
 - i. Self-attested copy of Valid TIN No. of Firm/Company/Agency.
 - j. Letter of Authorized Signatory
 - k. Audited balance sheet of the last 03 years, ending 31st march of the previous financial year i.e. 2014-15, 2013-14 & 2012-13 (showing minimum average annual turnover of Rs.30,00,000/-per annum from the activity of preparation/printing/personalization of variable data/PVC cards). The balance sheet should be duly authenticated by a Registered Chartered Accountant. A statement in the prescribed format should also be submitted in this regard in the Technical Bid in **(Annexure-PVC IV)**.
 - l. Proof of experience (work orders etc) supported by documents from the concerned organizations (Government/Public Sector Undertakings). Information in **Annexure-PVC III** duly filled to be submitted in the Technical bid.
 - m. 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 A/c payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee 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 prescribed for physical submission of EMD. The EMD for printing and supply of PVC EPIC Cards is Rs.5,00,000/-.The Earnest money 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.

- n. An Undertaking to the effect that the Firm/Company/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/company/Agency.
- o. The bidder shall have an experience and past performance of preparation/printing/personalization of variable data/PVC cards (photo based Cards /Ration Cards /Driving License /PVC EPIC Card etc) for preceding three financial years in any Government Department /Public sector undertaking (PSUs) as given below and proof to this effect should be submitted in technical bid.
 - (a) Three similar completed works of amount not less than Rs.40,00,000/-.
 - (b) Two similar completed works of amount not less than Rs.50,00,000/-
 - (c) One similar completed work of amount not less than Rs.80.00,000/-
- p. One sample of pre printed PVC Card as per given specifications along with test report of Govt. approved lab on the dimensions and specifications of sample PVC Card with the certificate of Firm/company/Agency that the PVC card is complying with the required specifications (please mention the complete specification of the sample PVC card on the certificate) should be submitted physically in a sealed cover in Room no. 7 (P & I Cell) of this office before the last date and time of physical submission of EMD. The copy of Test report as well as certificate of Firm/Company/Agency should be uploaded in Technical Bid also.

All documents/Annexures uploaded/submitted in Technical & Financial bids should be duly signed and stamped by authorized signatory of bidder.

6. Scope of Work :

- (i) The successful bidder must have or setup a working office in Delhi/NCR (preferably in Delhi) to operate and co-ordinate the work with this department as well as eleven (11) election districts and 70 Voter centres in Delhi.
- (ii) The bidder should have adequate number of technical support staff in Delhi.
- (iii) All arrangements including Pre-Printed PVC EPIC cards (as per specifications given) Colour PVC Card Printers and Consumables shall be arranged by the successful bidder at each Voter Center (total 70 in Delhi) in sufficient quantity, except operator. Operator will be provided by the concerned Electoral Registration Officer (ERO)/Assistant Electoral Registration Officer (AERO) of Voter Centre.
- (iv) All PVC Card Printers installed at all Voter Centers must be completely new, which have not been used earlier.
- (v) Successful bidder shall be responsible for printing and supply of personalized PVC EPIC cards at all 70 Voter Centers under eleven (11) election districts under its own supervision.
- (vi) The bidder must furnish Certificate/ testing report on dimensions and specifications with every supply of pre-printed PVC EPIC cards to the concerned District Election Officer. The bidder will give certificate that the PVC EPICs are printed as per specifications mentioned in the tender, conforming to the specified design and there are no defects of security featurization, personalization that may affect the usage of cards.

- (vii) Proper Inventory/Records of the PVC Card Printers, Pre-printed cards, personalized PVC EPIC cards, defective cards and consumables shall be maintained by AERO concerned for proper record keeping and verifications of bills submitted by bidder for payment. AEROs shall ensure proper safe keeping of these items.
- (viii) The successful bidder shall ensure uninterrupted printing and supply of personalized PVC EPIC Cards all time (365 days x 24 hours). The card printer should be repaired within maximum 24 hours. In case it is taking more time to repair printer should be replaced within next 12 hours.
- (ix) Arrangements for new back up PVC Card Printers must be made by the bidder within prescribed time limits.
- (x) The Department reserves the right of getting done testing of the PVC EPIC cards on random basis from any government approved lab. Payment of such four testing in one year in entire Delhi shall be reimbursed by bidder to the Office of CEO, Delhi or District Election Officer concerned, as per directions.
- (xi) The successful bidder shall start printing & supply of Personalized PVC EPIC cards at all 70 Voter Centers within 15 days from the date of agreement entered into. For this purpose, bidder shall make all necessary arrangements at all voter centers within this period.
- (xii) The bidder shall depute at least one liaison officer/manager to deal & co-ordinate with the eleven(11) Election Districts and Seventy (70) Voter Centers of Delhi.
- (xiii) The bidder will have to provide training to officers and staff members of all voter centers with regard to operations of printer at the time of installation of the printer and also during the period of Agreement as and when required.
- (xiv) The bidder will not use document(s) and data for any purpose and will not give the document(s) and data to any person/organization. The document(s) and election data will be sole property of the department. If at any movement of time, it comes to the notice of the department regarding misuse of document(s) and election data, the department has the right to cancel the contract and forfeit the performance security and no payment will be made for the work and criminal case will be registered against the party/vendor.
- (xv) Generation of PVC EPICs cards are to be done online only. The entire EPIC data will be on main server of CEO, Delhi office.
- (xvi) The L-1 bidder shall be liable to supply the decreased or increased quantity of personalized PVC EPIC cards as per requirement of office. The department does not provide any guarantee to bidder regarding minimum quantity of supply of personalized PVC EPIC Card during tender period.

7. Penalty For Delay :

- (i) The successful bidder shall ensure uninterrupted printing and supply of personalized PVC EPIC Cards all time (365 days x 24 hours). Sufficient stock of pre-printed PVC Cards & consumable shall always be maintained by bidder at all voter centres. In case of any default in the card printer, it should be repaired within maximum 24 hours. In case it is taking more time to repair printer should be replaced within next 12 hours. In case, there is a failure to install backup printers or consumables or pre-printed cards or unsatisfactory services/performance, the loss under gone by the Government will be recovered from the payment due & Performance Guarantee of the successful bidder at the rate of Rs.2000/- per day per voter center for the entire period of default. In case of long delays and or repeated defaults, the agreement may be cancelled & performance guarantee shall be forfeited, besides black listing may be done. The decision of CEO, Delhi shall be final in such cases.
- (ii) No payment shall be made for defective pre-printed as well as personalized PVC EPIC cards.

8. Other terms & Conditions :

- (i) Earnest money Deposit will not be accepted in the form of Cash/Money order. The EMD shall remain valid for a period of three months. The EMD must be submitted physically in Room No. 7, P&I cell of the office of Chief Electoral Officer, Delhi by 1.00 PM on 16.03.2016.
- (ii) 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 16.03.2016 at 3.00 PM in the Chamber of Additional CEO, Office of Chief Electoral Officer, Old St. Stephen's College Building, Kashmere gate, Delhi in the presence of tenderers or their duly authorized representatives (in writing), who wish to be present on the occasion.
- (iii) The individual signing the tender form or any document forming part of the tender on behalf of Firm/Company/Agency shall be responsible to produce an authenticated copy of the resolution passed by the Firm/Company/Agency, or Power of Attorney duly executed in his favour stating that he has the authority to bind other such persons of the 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 he will produce letter of authority/ resolution passed by the company empowering him to sign the agreement on behalf of the company.
- (iv) Each and every document up-loaded along with bid should be signed by the Authorized signatory of the Company/Firm/Agency and same should be up-loaded along with bid.

- (v) CEO, Delhi reserves the right in not considering a bid of the bidder, if such bidder was a previous supplier/bidder in any work and had a past bad track record or their earlier performance was unsatisfactory on any count.
- (vi) The Firm/Company/Agency whom the work has been awarded should have sufficient capacity to carry out the work. The bidder will not be allowed to delegate/transfer/assign the contract or any part thereof to some other party.
- (vii) 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.
- (viii) The rates quoted should be inclusive of all taxes/duties/levies but excluding Service Tax and FOB destination basis. No additional charges /cost for transportation to the offices of 70 Voter Centers shall be provided by the Department. Services Tax shall be paid as applicable by the Government from time to time.
- (ix) L-1 will be decided on the basis of total price per unit inclusive of all taxes (Excluding Service Tax).
- (x) The rates shall be valid for two years with effect from the date of agreement and may be extended, if required, by mutual agreement between both parties of agreement.
- (xi) Successful bidder will have to enter into agreement (in format given in **Annexure-PVC VII**) with all eleven (11) District Election Officers of Delhi for their concerned voter centres concerned and to submit performance security to the tune of 10% of the estimated amount of total contract value of 01 year with the respective District Election Officer of all 11 election Districts, in the form of A/C payee Demand draft/Fixed deposit Receipt/bank Guarantee from a Nationalized / Commercial bank in favor of DDO, Office of the District Election Officer, Delhi along with a signed contract/agreement on Stamp Paper of Rs.100/- (Paid by the tenderer) within 07 days from the date of issuance of offer for award of work The Earnest Money Deposit submitted along with bid will be returned by the Department on receipt of performance security and duly signed Agreement by all eleven (11) District Election Officers. The performance guarantee shall remain valid for a period of 60 days beyond the date of cessation of agreement.
- (xii) The Department reserves the right to cancel the tender or to withhold payment in the event of non-commencement or unsatisfactory performance by the successful bidder. The performance guarantee of bidder shall also be forfeited. In such eventuality, the Department further reserves the right to get the work done from open market at the cost of the contractor and the tenderer may be black listed by the department for a period of three years to participate in any kind of tender.
- (xiii) If any information furnished by tenderer is found to be incorrect or false at any time, the bid shall be rejected and EMD shall be forfeited. If such facts came into the notice after agreement has been entered into, the Agreement shall be liable to be terminated without any notice and the performance guarantee shall be forfeited.

- (xiv) The Department reserves the right to terminate the tender at any time without assigning any reason.
- (xv) 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.
- (xvi) Willing firms/companies/agencies are requested to visit website <https://govtprocurement.delhi.gov.in> for detailed information and may inquire at phone No.011-23918951 /011-23988865 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 6th Floor, VikasBhawan II, Upper Bela road, Delhi-110054. A pre-bid conference will be held on 29.02.2016 at 3.00 PM in the chamber of Addl. 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.
- (xvii) There will be no minimum guarantee of turnout/quantity of supply of personalized PVC EPIC Cards and payment thereof.
- (xviii) No payment shall be made for the defective PVC EPIC Cards.The successful bidder shall replace the defective PVC EPIC Cards within 07 days. If the bidders fails to replace the defective PVC EPIC Cards within 07 days period, the department may proceed to take such remedial actions as may be necessary at the bidder's risk and expense.
- (xix) The payment towards the work will be made on the basis of number of correct personalized PVC EPIC cards printed & supplied by the bidder and certified by concerned Electoral Registration Officer (ERO).The payment shall be made by the office of respective District Election Officer within 45 working 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. Tax will be deducted at source for all payments as per rules.
- (xx) No advance payment will be made in any circumstances.
- (xxi) The bidder must quote for one complete job. Offer for partial / part job shall not be considered and bid will be rejected without further reference.
- (xxii) The incomplete, ambiguous bids as well as the bids received, which do not confirm with the above terms and conditions will be summarily rejected.
- (xxiii) The Election Department may conduct physical verification of the business offices of the bidder.
- (xxiv) The Chief Electoral Officer, Delhi reserves the right to allot any quantity of work to any of the bidder 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 bidder and decision of Chief Electoral Officer in this regard will be final and binding upon the parties.

9. Arbitration clause :

- (i) 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.
- (ii) The parties shall continue to perform their obligations under this agreement during arbitration proceedings. The location for arbitration will be within NCT of Delhi. 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.
- (iii) Any dispute shall be subject to exclusive jurisdiction of Delhi Courts.

(B.K. SINGH)
Election Officer (P&I)

All the terms & conditions (SI.No.1 to 9) are accepted and binding on me/us.

(Signature of the bidder)
(Rubber seal)

ANNEXURE-PVC 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)

1	Name of Work/Tender				
2	Name of the Firm/Company/Agency				
3.	Permanent office Address of the Firm/Company/Agency.				
4.	Telephone Number of Firm/Company/Agency: Office Mobile No. Fax no. Email ID	_____ _____ _____ _____			
5.	Office address in Delhi/NCR (if any)				
6.	Telephone Number of Delhi office Office Mobile No. Fax no. Email ID	_____ _____ _____ _____			
7.	Name of all Directors/Partners/Propriet or etc				
8.	Name & Designation of Authorized signatory				
9.	Telephone Number of Authorized signatory : Office Mobile No. Fax no. Email ID	_____ _____ _____ _____			
10.	PAN No.				
11.	TIN No.				
12.	Service Tax No.				
13.	Details of EMD (to be deposited in the form of DD/FDR/BG)	Amount	DD/FDR/BG Number	Date	Drawn on

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 of bidder (with seal)

ANNEXURE-PVC II

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

PERFORMA FOR TECHNICAL BID FOR PROVIDING PERSONALISED PVC EPIC CARDS

1. Name of the Firm/Company/Agency :

S. No	Name of Desired documents	Whether copy of desired certificates/ documents enclosed/ uploaded
1.	Performa for Bidder's particulars in Annexure-PVCI	Yes/No
2.	Details of Experience & Past performance for contracts of preparation/printing/personalization of variable data/Personalized PVC cards during last 3 financial years in any Government /authority/department/ autonomous body of State / central Govt in Annexure-PVC III	Yes/No
3.	All Documentary proof of experience/ Past Performance claimed in Annexure-PVC III	Yes/No
4.	Details of Turnover in last 3 financial years in Annexure-PVC IV	Yes/No
5.	Audited Balance Sheets of last three financial years showing average annual turnover as mentioned at clause No. 5(ii)	Yes/No
6.	Details of PVC Card Printers to be used along with BIS certificate in Annexure-PVC V.	Yes/No
7.	Copy of Test Report of PVC card & Certificate of company regarding specification of card.	Yes/No
8.	Self-attested copy of Valid Registration certificate of firm/company/agency.	Yes/No
9.	Self-attested copy of Valid PAN No. of the firm/company/agency.	Yes/No
10.	Self-attested copy of Valid Service Tax No. of firm/company/agency	Yes/No
11.	Self-attested copy of Valid TIN No. of firm/company/agency	Yes/No
12.	Letter of Authorized Signatory	Yes /No
13.	Bank Draft/FDR/BG for Rs. _____ in favour of the Chief Electoral Officer, Delhi as Earnest Money Deposit (EMD).	Yes/No
14.	Undertaking that the firm/company/agency is not declared black listed by any Government /authority/department/autonomous body of State / central Govt	Yes/No

All documents/Annexures uploaded/submitted in Technical & Financial bids should be duly signed and stamped by authorized signatory of bidder

(Signature of bidder)
(Rubber seal)
Name of bidder

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

1. DETAILS OF CONTRACTS SUCCESSFULLY EXECUTED FOR PREPARATION/PRINTING/PERSONALIZATION OF VARIABLE DATA/PVC CARDS DURING LAST 03 FINANCIAL YEARS & TILL JAN 2016 (IN ANY GOVERNMENT DEPARTMENT/AUTHORITY/AUTHORIZED BODY ETC.) [REFER 4(IV) OF TENDER DOCUMENT]

S.No.	Name of Ministry/ Department/ State/UT	Period of work		Nature of work (PREPARATION/PRINTING/ PERSONALIZATION OF VARIABLE DATA/PVC CARDS)executed	Quantity of work done
		From	To		

Note : Bidder should provide details for each year or part thereof in separate row for each State/UT.

2. Past experience/work of preparation of cards (EPIC, PAN Cards, Driving Licenses, PVC cards or any other identification cards of Central Government or State Government or PSU etc.) [Refer 4(v) of tender document]

S.No.	Name of Ministry/Department/Organization/ State/UT for which work done	Period	Type/Nature of cards	Number of cards prepared

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

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

Details of Average Turnover

S.No	Financial Year	Turnover of the firm/company/agency from the work of preparation/printing/personalization of variable data/Personalized PVC cards (in Rs.)
1	2012-13	
2	2013-14	
3	2014-15	
	Average Turnover of preceding three financial years	

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

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

Details regarding PVC card Printers to be used by the Firm/Company/Agency

1	Make of PVC card printer	
2	Model of PVC card printer	
3	Whether it is BIS certified (Yes/NO) (enclose BIS certificate)	
4	Whether printing technology is Double Sided Dye Sublimation (Yes/No)	
5	Whether cartridges/ribbons are YMCKOKO	
6	dpi of printer	

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

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

FINANCIAL BID

S.No.	Name of the work	Price / Rate per card (inclusive of all taxes/ duties/levies etc.) but excluding Service Tax
(A)	(B)	(C)
1.	Printing & supply of Personalized PVC EPIC Cards at all 70 Voter centres of Delhi (excluding cost of operators)	

(Signature of the bidder)
Name of bidder (with seal)

AGREEMENT

This agreement is made at New Delhi on..... day of 2015 for a period of two years from the date of signing of this agreement between the President of India, represented by District Election Officer, District 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 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 District Election Officer, District requires printing & supply of personalized PVC EPIC Cards at its ____ (number) Voter Centers, as per details given below :-

S.No	AC.No.	AC Name	Complete address of Voter Centre	Telephone No.

AND WHEREAS , M/s _____ has agreed for printing & supply of Personalized PVC EPIC cards, as per specifications & in accordance with the terms & conditions mentioned in tender document at the rates mentioned in Schedule of rates, below for a period of two years from the date of signing of this Agreement as per requirement.

SCHEDULE OF THE AGREEMENT

This Agreement shall be valid for a period of two years 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 for printing and supply of personalized PVC EPIC Cards as per requirement.

TERMS AND CONDITIONS

1. **Schedule of rates** : The rates shall be as under:
 - i) Printing and supply of personalized PVC EPIC Cards @ Rs..... per card on FOB destination basis & inclusive of all taxes/duties/levies but excluding Service Tax (which will be paid as per government rates applicable).

- ii) The supplier shall furnish 10% of estimated cost of work of one year as Performance security only 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 bidder. The Performance security should be valid for 60 days beyond the completion of the contract.
- iii) In case any information furnished by the bidder is found to be incorrect at any point of time, no payment will be made and the EMD/Performance security will be forfeited.
- iv) The firm/company/agency whom the work has been awarded should have sufficient capacity to carry out the work. The bidder will not be allowed to delegate/transfer/assign the contract or any part thereof to some other party.
- v) Tax will be deducted at source for all payment as per rules.
- vi) After the completion of work, bills in triplicate will be prepared on the basis of accepted rates and shall be submitted in the office of District Election Officer concerned. All payments will be made by the office of the District Election Officer concerned within 45 working days of submission of bills. Request for advance payment will not be entertained in any case.
- vii) The Stamp Duty for making the contract shall be borne by the bidder.
- viii) The Chief Election Officer, Delhi reserves the right to allot any quantity of work to any of the bidder 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 bidder and decision of Chief Electoral Officer in this regard will be final and binding upon the parties.
- ix) 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.
- x) **All the terms and conditions stipulated in tender document forms part of this Agreement.**
- xi) Any dispute shall be subject to exclusive jurisdiction of Delhi Courts.

INDEMNITY

The contractor shall indemnify the Office of the District Election Officer for all losses 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.

Penalty

- (i) The firm/company/agency shall ensure uninterrupted printing and supply of personalized PVC EPIC Cards all time (365 days x 24 hours). Sufficient stock of pre-printed PVC Cards & consumables shall always be maintained by bidder at all voter centres. In case of any default in the card printer it should be repaired within maximum 24 hours. In case it is taking more time to repair printer should be replaced within next 12 hours. In case, there is a failure to install backup printers or consumables or pre-printed cards or unsatisfactory services/performance, the loss undergone by the Government will be recovered from the payment due & Performance Guarantee of the successful bidder at the rate of Rs.2000/- per day per voter center for the entire period of default. In case of long delays and or repeated defaults, the agreement may be cancelled & performance guarantee shall be forfeited, besides black listing may be done. The decision of CEO, Delhi shall be final in such cases.
- (ii) No payment shall be made for defective pre-printed as well as personalized PVC EPIC cards.

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.

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