

OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI
OLD ST. STEPHEN'S COLLEGE BUILDING,
KASHMERE GATE, DELHI – 110006
Phone No.23988865 Email: ceodelhi.hqr@gmail.com

No. CEO/P&I/ 817 /2016-17/ 14903

Dated: 07/06/2016

e-Tender Notice for Printing (LASER) of Photo Electoral Rolls

On-line tenders are invited under two bids system for Printing (LASER) of Photo Electoral Rolls for 70 Assembly Constituencies of NCT of Delhi for a period of one year, from Reputed Agencies/Firms having experience of at least three years in Printing (LASER) of Photo Electoral Rolls/ other similar works to the departments of Central Govt./State Govt. , PSUs etc.

An EMD of Rs.2,00,000/- shall have to be submitted in physical form in sealed envelope in the form of DD/Pay Order drawn on any nationalized bank/ Bank Guarantee and payable at Delhi in favour of DDO, CEO Office, Delhi latest by up to 01.00 PM at Room No.7, P&I Branch, Office of the CEO, Delhi.

Tender documents complete in all respect, must be uploaded on the website <https://govtprocurement.delhi.gov.in> before last date & time of submission of tender. The Schedule of tender is as under:-

SCHEDULE OF TENDER	
Tender Enquiry No.	
Name of the Tender	Printing (LASER) of Photo Electoral Rolls
Estimated Annual value of the work	Rs.90,00,000/-
Date of Release of Tender through e-procurement solution	8 th June, 2016
Pre-bid meeting/conference	13 th June , 2016 at 11.30 AM
Last date for submission of online tender	30 th June 2016 up-to 1.00 PM
Earnest Money Deposit required	Rs.2,00,000/- (Rs. two lacs only)
Last date of submission of EMD	30 th June, 2016 up-to 1.00 PM
Date of opening of technical bid	30 th June, 2016 at 3.00 PM
Date of opening of Financial bid	4 th July, 2016 at 3.00PM

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

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

OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI
OLD ST. STEPHEN'S COLLEGE BUILDING,
KASHMERE GATE, DELHI – 110006
Phone No.23988865 Email: ceodelhi.hqr@gmail.com

TERMS AND CONDITIONS OF E-TENDERING FOR PRINTING (LASER) OF PHOTO ELECTORAL ROLLS

On-line tenders are invited under two bids system for printing (laser) of Photo Electoral Rolls for 70 Assembly Constituencies of NCT of Delhi for a period of one year, from Reputed Agencies/Firms having experience of at least three years in printing (laser) of Photo Electoral Rolls / other similar works to the departments of Central Govt./State Govt. , PSUs etc

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 :

SCHEDULE OF TENDER	
Tender Enquiry No.	
Name of the Tender	Printing (LASER) of Photo Electoral Rolls
Estimated Annual value of the work	Rs.90,00,000/-
Date of Release of Tender through e-procurement solution	8 th June, 2016
Pre-bid meeting/conference	13 th June , 2016 at 11.30 AM
Last date for submission of online tender	30 th June 2016 up-to 1.00 PM
Earnest Money Deposit required	Rs.2,00,000/- (Rs. two lacs only)
Last date of submission of EMD	30 th June, 2016 up-to 1.00 PM
Date of opening of technical bid	30 th June, 2016 at 3.00 PM
Date of opening of Financial bid	4 th July, 2016 at 3.00PM

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 1 year (in Rs.)	Earnest money deposit required (in Rs.)
1.	Printing (laser) of photo- Electoral Rolls in English and Hindi for 70 Assembly Constituencies of NCT of Delhi	90,00,000/-	2,00,000/-

3. **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 printing(laser) of Photo Electoral Rolls /other similar works for a period of at least preceding three (03) financial years in India i.e. 2013-14, 2014-15 & 2015-16.
- (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 printing (laser) of Photo Electoral Rolls should not be less than Rs. 27,00,000/- per year during the last three preceding financial years i.e. 2013-14, 2014-15 & 2015-16.
- (iv) The bidder shall have an experience and past performance of Printing(laser) of Photo Electoral Rolls /other similar works 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.36.00 lacs
 - (b) Two similar completed works of amount not less than Rs.45.00 lacs.
 - (c) One similar completed work of amount not less than Rs.72.00 lacs.
- (v) The bidder must have prior experience in executing work of printing of Photo Electoral Rolls/ other similar works (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-3 (Eligibility Criteria), failing which bidder shall not be considered for opening of Financial Bid.

4. **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 4 (ii) below.
 - B. Financial Bid - Should have only price / rate quoted by the bidder.(Annexure-V)

- (ii) The Bidder shall submit the following documents along with the Technical Bid:
- a. Performa for Bidder's particulars(Annexure- I).
 - b. Performa for Technical Bid(Annexure- II).
 - c. Performa for Past experience/ works executed (Annexure-III).
 - d. Performa for details of Turnover (Annexure- IV).
 - e. Self-attested copy of Valid Registration certificate of Firm/Company/Agency.
 - f. Self-attested copy of Valid PAN No. of the Firm/company/Agency.
 - g. Self-attested copy of Valid Service Tax No. of Firm/Company/Agency.
 - h. Self-attested copy of Valid TIN No. of Firm/Company/Agency.
 - i. Letter of Authorized Signatory
 - j. Audited balance sheet of the last 03 years, ending 31st march of the previous financial year i.e. 2013-14, 2014-15 & 2015-16 (showing minimum average annual turnover of Rs.27,00,000/-per annum from the activity of printing (laser) of Photo Electoral Rolls/other similar works . 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- IV).
 - k. Proof of experience (work orders etc.) supported by documents from the concerned organizations (Government/Public Sector Undertakings). Information in Annexure- III duly filled to be submitted in the Technical bid.
 - l. 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 of Electoral Rolls is Rs.2,00,000/-.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.
 - m. 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.
 - n. The bidder shall have an experience and past performance of printing of Photo Electoral Rolls/ other similar works 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.36.00 lacs
 - (b) Two similar completed works of amount not less than Rs.45.00 lacs.
 - (c) One similar completed work of amount not less than Rs.72.00 lacs.
- o. The original EMD should be submitted physically in Room no. 7 (P & I Cell) of this office before the last date and time of physical submission of EMD.

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

5. Scope of Work : Printing (laser) of photo- Electoral Rolls in English and Hindi for 70 Assembly Constituencies of NCT of Delhi. The tentative number of sets of Electoral Rolls to be printed for all the 70 Assembly Constituencies of Delhi are as under:-

- (a) 04 Sets of Draft Electoral Rolls in English w.r.t. 01.01.17 as qualifying date.
- (b) 11 Sets of Draft Electoral Rolls in Hindi w.r.t. 01.01.17 as qualifying date.
- (c) 07 Sets of Final Electoral Rolls in English w.r.t. 01.01.17 as qualifying date.
- (d) 13 Sets of Final Electoral Rolls in Hindi w.r.t. 01.01.17 as qualifying date.

The number of tentative sets may vary. In total, for all 70 Assembly Constituencies and including for all sets mentioned above, there will be approximately 55 lakhs (Fifty lakhs) Papers (leafs) for a Final Roll w.r.t. 1.1.17 as qualifying date and 50 lakhs (Forty Five lakhs) Papers(leafs) for Draft Roll w.r.t 1.1.17 as qualifying date, including both languages (Hindi & English), printed on both sides of the paper (leaf). However, some papers are required to be printed on one side only. The quantity may, however, vary.

6. Penalty For Delay :

- (a) The tenderer should be able to print the photo Electoral Rolls/ Voter Slips from the CD containing data of Photo Electoral Rolls in PDF which shall be supplied to him by the District Election Officers/ SDMs (Election) concerned. The tenderer shall have to complete the work, including delivery of the printed electoral rolls in all the Voters' Centre within Seven (07) days (excluding the day of handing over PDF to printer) from the date of supply of PDF. No extension of time shall be allowed.
- (b) For any delay in the supply of printed material, the contractor shall be liable to pay a fine of Rs.10000/- (Rupees Ten Thousand) per day for each day of delay to the concern District Election Officer, Govt. of NCT of Delhi.
- (c) Also, the printer shall have to ensure the secrecy, security & prevention of misuse of data given to him for printing. In case of any breach of security of data, or its misuse, would invite severe punitive action, including both, civil & criminal prosecution, as per law, including blacklisting.

7. Other terms & Conditions :

- (i) The printer must quote the rates for printing on single side and both sides of the paper (leaf) separately, in Indian currency (Rupees) in figure as well as in words. The successful bidder (L-1) shall be identified separately for printing on both sides of the paper (leaf) and printing on single side of paper (leaf). The rates quoted shall be valid for a period of 12 months from the date of acceptance of the tender and may be extendable, if required, by mutual agreement. The rate quoted should be inclusive of all Taxes and levies.
- (ii) Printing will be done on A-4 size 75 GSM paper of high grade/quality. The tenderer shall use the printing ink/toner of very high quality for the printing work. The printed document shall be clear and legible. The rates quoted by the tenderer shall be inclusive of taxes as applicable and all costs i.e. cost of paper, ink or toner, stitching, set making polling station wise and Assembly Constituency wise, cartage charges for delivery of printed electoral rolls to respective Voters' Centre. The price should be quoted F.O.R. Destination.
- (iii) The tenderer must have capacity/ sufficient capability to carry out the work. The tenderer will not be allowed to delegate/transfer/ assign the contract or any part thereof to some other party.
- (iv) In case of any lack of clarity/ sub-standard quality, the copies will be rejected & the tenderer shall have to replace the copies with good quality copies at his own cost.
- (v) The tenderer who is allotted the work of printing shall have to deposit a Performance Security Deposit equivalent to 10% of the value of work allotted in the form of a Bank Guarantee/Fixed Deposit in a Bank in the name of the DDO of respective District Election Offices, Delhi. In case of failure on the part of contractor to execute the work as per terms & conditions and to the full satisfaction of the CEO/DEO/Electoral Registration Officer, the Performance Security Deposit furnished by him shall be forfeited to the Government. Besides it, firm may also be blacklisted.
- (vi) The bidder shall depute at least one liaison officer/manager to deal & co-ordinate with the concerned Election Districts /Voter Centers of Delhi.
- (vii) 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.

- (viii) Each tenderer should also submit 10 printed sheets (05 each with printing on single side and on both sides) as sample along with 05 specimen sheets of blank paper 75 GSM physically by 30/06/2016 up to 01.00 PM at Room No.7, P&I Branch, CEO's office, Old St. Stephen College Building, Kashmere Gate, Delhi-110 006. Failing to submit the printed samples & specimen sheets, the bid shall be summarily rejected and no further enquires will be entertained in this regard.
- (ix) The Chief Electoral Officer, Delhi reserves the right to inspect venues/units where the job is executed either by herself/himself or any other officer(s) authorized by her/him, to ensure the job is being executed as per the stipulated time schedule and to her/his satisfaction.
- (x) Payments to the printing agency/contractor will be made by the DEO/DM of the District concerned after the completion of work of printing to the full satisfaction of the DEO/Electoral Registration Officers as per the agreement to be executed with the DEOs. Payment will be made by the DEO within 45 days after receipt of the invoice/bill after due verification. Any tender bid with any condition with regard to advance payment at the time of delivery of sets shall not be considered.
- (xi) 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 30.06.2016. 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.
- (xii) Technical Bid of all the tenderers will be opened on the day mentioned in the schedule i.e 30.06.2016 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
- (xiii) The Chief Electoral Officer, Delhi reserves the right to accept or reject one or all the tenders or accept any tender in part, without assigning any reason thereof.
- (xiv) The Chief Electoral Officer, Delhi also reserves the right to make panel of agencies at the approved and accepted lowest (L-1) rates. The Chief Electoral Officer, Delhi also reserves the right to award work to more than one tenderer at the approved and accepted rate.

- (xv) The successful bidder will have to sign an agreement with the DEO of the District concerned or with any other officer authorized by him/her before the execution of the work and within seven working days of offer for award of work.
- (xvi) 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.
- (xvii) 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.
- (xviii) 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.
- (xix) 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.
- (xx) 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, Vikas Bhawan II, Upper Bela road, Delhi-110054. A pre-bid conference will be held on 13.06.2016 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.
- (xxi) No advance payment will be made in any circumstances.

8. **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)

AGREEMENT

This agreement is made & entered into at Delhi, this day of _____ between _____ (hereinafter called the Contractor), which expression shall unless excluded by or repugnant to the context, to be deemed to include their heirs, successors, representatives, administrators, executors & assigns & having its registered office at _____ acting through its Proprietor/Partner/Director (Sh./Smt./Ms. _____ of the one part & the President of India through the District Election Officer, District _____, which expression shall unless excluded by or repugnant to the contest be deemed to include his successor in office & assignees of the second part.

Whereas the Contractor has agreed to undertake the work of laser printing of the Electoral Rolls from the master soft copy (*PDF*) from the Office of District Election Officer concerned & Electoral Registration Officer on the terms & conditions hereinafter appearing.

- 1. RATES :** That the rates shall be Rs. _____ per paper (leaf) for printing on one side and Rs. _____ for printing on both sides of the paper (leaf) for laser printing of Electoral Rolls/Voter Slips, as per specific requirement of DEOs/EROs in the specified language, of all 70 Assembly Constituencies after receipt of the PDF files from the District Election Officers/EROs and supply the same within 07 (seven) days subject to the following conditions:-
 - a)** That the rates agreed shall be inclusive of all consumable costs, the cost of stitching, cutting & cartage (delivery of printed electoral rolls to respective Voters' Centers, F.O.R. Destination), etc. on this account and inclusive of all applicable taxes.
 - b)** That the rates quoted shall be valid for a period of 12 months from the date of acceptance of the tender and may be extendable, if required, by mutual agreement. The rate quoted should be inclusive of all Taxes and levies.
- 2.** That the PDF files will be issued to the contractor in installments and laser printing will be done for the Electoral Rolls on both sides of A-4 size, 75 GSM white paper of JK/ Ballarpur or equal high grade quality.
- 3.** That the work of Laser Printing of Photo Electoral Roll shall have to be completed in all respects within stipulated time, failing which the firm shall be liable to pay a fine of Rs.10,000/- per day for each day of default to the concern District Election Officer, Govt. of NCT of Delhi.
- 4.** That the Contractor 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 concerned, Delhi within 7 days from the issue of offer for award of work failing which the Earnest Money shall be forfeited to the Government & the contract awarded to any other firm. The Performance security should be valid 60 days beyond the completion of the contract.

- 5.** That in no case the job of printing shall be done at the premises other than those declared by the Contractor. In case any information furnished by the Contractor proves to be false, his/their contract shall be liable to be terminated & the work if allotted shall be withdrawn & no payment shall be made.
- 6.** The firm/ agency must have capacity/ sufficient capability to carry out the work. The Contractor will not be allowed to delegate/transfer/ assign the contract or any part thereof to some other party.
- 7.** That TDS of all payments made to the Contractor shall be deducted at source as per rules.
- 8.** That after the work has been completed, the bill in triplicate, prepared on the basis of the accepted rate shall be submitted by the Contractor, along with certificate from concerned Electoral Registration Officers, to the District Election Officer/Deputy Commissioner /or any other such officer(s) authorized by him to make the payment.
- 9.** That the payments to the printing agency/contractor will be made by the DEO/DC of the District concerned after the completion of work of printing to the full satisfaction of the DEO/Electoral Registration Officers as per the agreement to be executed with the DEOs. Payment will be made by the DEO within 45 days after receipt of the invoice after due verification. Any tender bid with any condition with regard to advance payment at the time of delivery of sets shall not be considered.
- 10.** That the performance security deposit shall be refunded only after the printing of Electoral Roll is approved & the final payment is made to the Contractor.
- 11.** That the Stamp Duty payable under the law & in respect of this agreement shall be borne by the Contractor.
- 12.** That the Chief Electoral Officer, Delhi reserves the right to allot any quantity of work to any other Contractor(s) in the interest of the work. The quantity of work allotted can also be increased or decreased by the office as per progress shown by the Contractor & decision of the Chief Electoral Officer in this regard shall be final & binding upon the parties.
- 13.** The Chief Electoral Officer, Delhi reserves the right to make a panel of agencies/ firms at the approved and accepted rates and to distribute the work of printing of Photo Electoral Rolls/ Voter Slips equally to each firm/ agency.
- 14.** That the Contractor shall deliver complete sets of Electoral Rolls in specified language for each of Constituency/or any other material on paper of not less than 75 GSM as approved by the office of the Chief Electoral Officer, Delhi.

15. That the Contractor shall return the PDF & original paper laser printouts of all Electoral Rolls in original condition and any other original material to the Chief Electoral Officer or his authorized representative.
16. **REPORTS** : That the Contractor shall submit daily reports to the District Election Officer of each District of NCT of Delhi & such additional reports as called for giving full & correct information with regard to the work in hand & the progress made & shall also permit the Chief Electoral Officer or any other officials deputed by him to inspect all such premises where the work is being carried out at all reasonable times, & shall give all possible assistance & information as may be required by him in connection with the contract.
17. **SAFE CUSTODY** : That the Contractor shall be responsible for the safe custody of the PDF (Soft Copy) laser printouts & printed Electoral Rolls, Voter Slips etc.
18. **SECRECY**: That the Contractor shall take every care to see that the work or any part thereof does not fall into unauthorized hands and shall take all reasonable steps to protect the confidentiality of all information made available to him. Any breach of security of data, or its misuse, would invite severe punitive action, including both civil and criminal prosecution against the Contractor.
19. **IN SOLVENCY** : That in the event of the Contractor being adjudged insolvent (or in the case of company passing any resolution or making any order for winding up, whether voluntary or otherwise) or in the event of the contractor failing to comply with any of the conditions herein specified, the CHIEF ELECTORAL OFFICER, DELHI, shall have the power to terminate the contract without any notice and without obligation.
20. **IN THE EVENT OF THE CONTRACTOR FAILING.**
 - i) To observe or perform any of the conditions of the work as set out herein, or execute the work in good & workman like manner to the satisfaction, or and/or by the time fixed by the Chief Electoral Officer/ District Election Officer, it shall be lawful for the Chief Electoral Officer/ District Election Officer in his discretion, in the former event, to remove or withdraw any part of the work until such time as he is satisfied that the Contractor is unable to do & will not duly observe the said conditions & in the later event to reject or remove as the case may require any work & in both or either of the event aforesaid, to make such arrangement as he may think fit for re-production of the work so removed or work in lieu of that rejected or work so removed aforesaid through any other Contractor at the cost on & risk of the Contractor.

- ii) That provided that if in either event any excess cost be incurred by reasons of difference between the cost & the accepted rates (to be certified by the District Election Officer whose certificate shall be final), the District Election Officer may charge the amount of such excess cost to the Contractor & the same may at any time be deducted from the dues of the Contractor or his security deposit or failing which may be recovered as arrears of land revenue.
- iii) That in the event of discovery of error or defect due to the fault of the Contractor, he shall be bound if called upon to do so, to rectify such error/defect at his own costs to the satisfaction or/and within the time fixed by the Chief Electoral Officer/ District Election Officer, in the event of failure on the part of the Contractor to do so, the Chief Electoral Officer/ District Election Officer reserves the right to recover the costs from the dues of the Contractor or by forfeiting the security deposit or a percentage, thereof deposited by the Contractor.
- iv) That the powers of the Chief Electoral Officer/ District Election Officer under these conditions shall in no way effect or prejudice the powers in certain event to terminate the contract vested in him as there in provided or to forfeit the deposit.

18. That in case the Contractor is found to have been black-listed by any authority under the Government of India, NCT of Delhi, his contract shall be rejected. If such fact comes to this office's notice after execution of this contract, the contract shall be cancelled forthwith & work allotted withdrawn. The Contractor shall be liable to face any loss or damage on this account himself & this office will not entertain any claim/right for contract or payments or loss or damages from the Contractor.

21. CIRCUMSTANCES BEYOND CONTROL : That in case of fire accident or natural calamities or circumstances beyond the control of Contractor, the decision of the Chief Electoral Officer, Delhi under the circumstances shall be final.

22. ARBITRATION CLAUSE :

That all disputes & differences arising out of or in any way concerning this indenture except those the decision whereof is otherwise herein before provided for shall be referred to the sole arbitration of any person appointed by the Chief Secretary, Delhi.

There will be no objection to any such appointment of Govt. servant as arbitrator and that he had to deal with the matter to which this indenture related & that in the course of his duties as such Government Servant, he has expressed views on all or any of the matters in dispute of differences. The award of the arbitrator so appointed shall be final & binding on the parties to this contract.

23. DELEGATION OF POWERS

That all the powers exercisable, functions to be discharged in terms & conditions & covenants of this deed in relation to the Government shall be exercised & discharged by the Chief Electoral Officer, Delhi or by any other officer so specifically authorized by him in this behalf.

In witness whereof the parties to this agreement have set their hands on the day & year herein first written above.

Witnesses: -
Name:
Address:

For & on behalf of Agency

Witnesses:-

2.
Name:
Address

For & on behalf of
the President of India

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	<hr/> <hr/> <hr/> <hr/>			
5.	Office address in Delhi/NCR (if any)				
6.	Telephone Number of Delhi office Office Mobile No. Fax no. Email ID	<hr/> <hr/> <hr/> <hr/>			
7.	Name of all Directors/Partners/Proprietor etc				
8.	Name & Designation of Authorized signatory				
9.	Telephone Number of Authorized signatory : Office Mobile No. Fax no. Email ID	<hr/> <hr/> <hr/> <hr/>			
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- II

PERFORMA FOR TECHNICAL BID FOR PRINTING (LASER) OF ELECTORAL ROLLS

S. No	Name of Desired documents	Whether copy of desired certificates/ documents enclosed/ uploaded
1.	Performa for Bidder's particulars in Annexure-I	Yes/No
2.	Details of Experience & Past performance For printing (laser) of Electoral Rolls /other similar works during last 3 financial years in any Government /authority/department/ autonomous body of State / central Govt. in Annexure-III	Yes/No
3.	All Documentary proof of experience/ Past Performance claimed in Annexure- III(A)	Yes/No
4.	All Documentary proof of infrastructure/capacity claimed in Annexure- III(B)	
5.	Details of Turnover in last 3 financial years in Annexure- IV	Yes/No
6.	Audited Balance Sheets of last three financial years showing average annual turnover as mentioned at clause No. 3(iii)	Yes/No
7.	Self-attested copy of Valid Registration certificate of firm/company/agency.	Yes/No
8	Self-attested copy of Valid PAN No. of the firm/company/agency.	Yes/No
9	Self-attested copy of Valid Service Tax No. of firm/company/agency	Yes/No
10	Self-attested copy of Valid TIN No. of firm/company/agency	Yes/No
11	Letter of Authorized Signatory	Yes /No
12	Bank Draft/FDR/BG for Rs. _____ in favour of the Chief Electoral Officer, Delhi as Earnest Money Deposit (EMD).	Yes/No
13	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

A. Past experience /work of printing (laser) of Electoral Rolls / other similar works of Central Government or State Government or PSU etc.

Sr. No.	Name of work and year of award	Name of Organization / Agency who had awarded the work	Volume of laser Printing Handled	Total Cost of work (in Rs.)	Remarks
1	2	3	4	5	6

B. Details of infrastructure /Capacity of available with the bidder:

(i)	No. of laser printing machines installed with the details of make/ type .	
(ii)	Capacity to printer paper/leaf (back to back) per day	
(iii)	Manpower (printing related)	
(iv)	Manpower (stitching /binding related)	
(v)	Address(s) where printing job is to be executed	
(vi)	Proof of ownership of printing machines/ printers	

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

Details of Average Turnover

S.No	Financial Year	Turnover of the firm/company/agency from the work of For printing (laser) of Electoral Rolls/ other similar works (in Rs.)
1	2013-14	
2	2014-15	
3	2015-16	
	Average Turnover of preceding three financial years	

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

Financial Bid

S.No	Item/Work	Rate for printing on single side per Paper (leaf) (inclusive all taxes as applicable, but excluding service tax	Rate for printing on both sides per paper (leaf) (inclusive all taxes as applicable, but excluding service tax)
1.	<p>Rate of Printing (Laser) on A-4 size sheet of 75 GSM Maplitho paper of high grade quality</p> <p>Note:</p> <p>(i) Rate should be quoted inclusive the cost of paper, ink/toner, set making polling station & AC wise, Stitching/stapling (Central) Polling Station wise & other consumables, etc. (inclusive all taxes as applicable).</p> <p>(ii) The price should be quoted F.O.R. Destination (Free Delivery at LSS) i.e. 70 Voter Centers.</p>		

(Signature of Tenderer)