

**E-TENDER FOR RATE CONTRACT FOR HIRING CREATIVE MEDIA AGENCY FOR THE
UPCOMING GENERAL ELECTIONS TO THE THREE MUNICIPAL CORPORATIONS OF
DELHI.**

**STATE ELECTION COMMISSION
NCT OF DELHI & U.T. CHANDIGARH
NIGAM BHAWAN, KASHMERE GATE
DELHI-110006**

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IMPORTANT DETAILS ALONG WITH TIMELINE

1	Name of the Bid	E-TENDER FOR RATE CONTRACT FOR HIRING CREATIVE MEDIA AGENCY FOR THE UPCOMING GENERAL ELECTIONS TO THE THREE MUNICIPAL CORPORATIONS OF DELHI.
2	Method of selection	Cost Based Selection / Lowest Bid
3	Earnest Money Deposit (EMD)	Rs. 60,000/- (Sixty Thousand only) (3% of Estimated cost of 20 Lakh.)
4	Financial Bid to be submitted together with Technical Bid	Yes
5	Name of the official for addressing queries and clarifications	The SECRETARY STATE ELECTION COMMISSION NCT OF DELHI & U.T. CHANDIGARH NIGAM BHAWAN, KASHMERE GATE DELHI-110006
6	Bid Validity Period	120 days
7	Bid Language	English
8	Bid Currency	INR
9	Performance Security	3%.
10	Consortium	Not Allowed
11	Bid start Date & Time	05-02-2022 at 11:00 AM
12	Pre-bid meeting	14-02-2022 at 11:30 AM
13	Last date of receiving queries	12-02-2022 by 11:30 AM
14	Bid end Date & Time	26-02-2022 at 03:00 PM
15	Opening of Technical Bid	26-02-2022 at 04:00 PM
16	Opening of Financial Bid	To be communicated later

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1.	PREAMBLE
<p>State Election Commission is a Constitutional body constituted by Hon'ble Lt. Governor, Delhi under Article 243K and 243 ZA of the Constitution of India read with Sec. 7 of the Delhi Municipal Corporation Act, 1957. The power of superintendence, direction and control of the conduct of Elections to the Municipal Corporations of Delhi is vested with the Commission.</p> <p>Accordingly, it is expected that General Elections to the three Municipal Corporations of Delhi may occur in the Month of April, 2022. For this purpose, Commission shall require the services of reputed Creative Media Agency for Creating awareness among public for voting in the upcoming MCD Elections and also to disseminate information pertaining to this Election across every corner of the Society. The services of the agency shall be required for 45-60 days approx.</p> <p>In view of above, Secretary, State Election Commission, NCT Of Delhi & U.T. Chandigarh Nigam Bhawan, Kashmere Gate, Delhi-110006 invites online bid from eligible bidders for rate contract for hiring creative Media Agency for General Elections to three Municipal Corporations of Delhi (likely to be held in the month of April, 2022) for 01 year from the date of execution of Agreement and this may be extended for further period of 01 year on same terms & conditions and rates subject to satisfactory performance by the successful bidder.</p>	
2.	SCOPE OF WORK
<p>The scope of work, expected from Creative Media Agency, shall be as under:-</p> <p>A. VISUALIZING A CENTRAL SLOGAN/ Tagline for the upcoming General Elections to three Municipal Corporations of Delhi. The slogan/Tagline should be created to universalize the entire range of content which will be used during the Election process. This slogan/tagline can be used as branding/Theme slogan for the Election.</p> <p>B. OUT OF HOME CONTENT CREATION:</p> <p>1. Designing creatives for print Media/banners/hoardings/LED Vans/ other outdoor Media: Min.20</p> <p>C. TRADITIONAL ADVERTISING CONTENT CREATION:</p> <p>1. Ideating slogan/Jingle for radio messaging: Min. 5</p>	

2. Creating 30/45/60 seconds audio visual spots using available footage: Min. 5
3. Creating 10-30 seconds graphic videos using images and icons for TV and other AV medium: Min. 5

D. MANAGING PUBLIC RELATIONS:

1. Organizing press conferences: Min. 10.
2. Preparation press release: Min.20.
3. Ensuring proper coverage in different Media.
4. PR strategies and Media management: as per requirements of the Commission.
5. Web based live streaming of events: as per requirements of the Commission.
6. Coordination with Election ambassador for Election campaign.

E. MANAGING SOCIAL MEDIA PLATFORM:

1. Handling/designing the Social media Account of the Commission on Facebook /Twitter/YouTube/Instagram etc. alongwith content creation, managing and supervising post, campaign management, promotion and boost promotion, engaging audience/feedback etc. on daily basis to ensure max. Outreach . The bidder will have to deploy one person in the office of the Commission for the entire duration of Election.

- F. PHOTOGRAPHY & VIDEOGRAPHY OF THE EVENTS AND CREATING DESIGN USING CONTENT:**The bidder will have to deploy atleast one photographer cum videographer 24X7for entire duration of Election for capturing the details of events.

- G. IDEATING WRITTEN COMMUNICATION LIKE SLOGAN, GENERIC COMMUNICATIONS:** The bidder will have to deploy two efficient persons skilled to handle PR/field reporting and communications in the Commission for entire duration of Election.

- H. OTHER MANPOWER:** The bidder will have to deploy one person skilled in Graphic designing and video editing for effecting changes, if any, in the creative materials. The bidder will also have to deploy one supervisor in the office of the Commission for coordination between the Commission and bidder/his team.

- I. DOCUMENTATION OF ENTIRE ELECTION PROCESS:** The bidder will have to document the entire Election process properly and shall submit the same to the Commission at the end of the work. The document shall be in book form

containing not less than 50 pages and one documentary of min. 30 minutes capturing the entire Election process that should be prepared and submitted at the end of the work.

J. MONITORING OF AWARENESS CAMPAIGN: The bidder will have to monitor the promotional campaign in the field also so as to verify its impact and to ensure that people outreach is accomplished properly.

The Commission reserves the right to release any Media Campaign through the bidder at DAVP rates or through any other Govt. Approved Agencies at the total discretion of the State Election Commission.

3		PRE-QUALIFICATION CRITERIA
#	Condition	Documentary Evidence
1	The bidder should be a Company registered under Indian Companies Act, 1956 or a Sole Proprietor/ Partnership Firm registered under Indian Partnership Act, 1932 or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008.	Copy of Certificate of Registration / Incorporation.
2	The Bidder should have minimum average annual turnover of Rs. 6 Lakh from providing Creative Media Services and similar related services over the last 3 financial years (FY 2018-19, 2019-20, 2020-21)	Copy of the audited Balance Sheet and Profit & Loss Statement of the company and Certificate from the Chartered Accountant clearly stating the turnover
3	The Bidder should have (1) Completed one work with minimum order value of Rs.16 Lakh. OR	Copy of Work Order/Work Completion Certificate along with value signed by a Competent Authority.

	<p>(2) Completed two works each with minimum order value of Rs. 10 Lakh</p> <p>OR</p> <p>3) Completed three workseach with minimum order value of Rs.8Lakh</p> <p>The worksmust be of Central Govt. / State Govt. /PSU / Autonomous Bodies and be related to providing Creative Media Services and similar related servicesduring last 7 financial years.</p>	
4	<p>The Bidder should have valid Income Tax returns for the last three assessment years (FY 2018-19, 2019-20,2020-21) and the Bidder should have a PAN Card and GST Registration.</p>	<p>Provide documentary proof of Income Tax returns for the last three assessment years.</p> <p>Provide copy of PAN card&Copy of GST registration number</p>
5	<p>The Bidder should not have been Black listed or debarred by any Central/State Government Organization or Department in India due to poor performance at the time of submission of the bid.</p>	<p>Declaration by the Bidder as per format given in the bid document.</p>
<p>6. No consortium/sub-contracting shall be allowed for bidding.</p>		

4. CRITERIA FOR EVALUATION AND COMPARISON OF TECHNICAL BID

A.	Requirement	Metrics	Max. Marks (55)
1	<p>Qualified manpower strength of the Company/Firms. (Self certificate from HR Department along with CVs must be submitted)</p>	<p>1. Upto15 2. 16 - 30 3. Above 30</p>	<p>5 10 15</p>
2	<p>Number of work order for providing creative services to any Election Commission in India. Each work order should not be less than Rs. 8 Lakh. (Work order/Completion Certificate signed by Competent Authority must be submitted)</p>	<p>1. Upto4 2. 5-9 3. 10and Above</p>	<p>10 15 20</p>
3	<p>Turnover of the Company/Firms in last Financial year. (Certificate signed by Chartered Accountant of the Company/Firm)</p>	<p>1. Upto50Lakh. 2. 50 Lakh-1 Cr. 3. Above 1 Cr.</p>	<p>10 15 20</p>

B	Technical Presentation and Demonstration	Max. Marks (45)
1.	Detailed understanding of the scope of Work, approach & methodology, detailed project plan and resource deployment plan, understanding mitigation of risks.	<ul style="list-style-type: none"> •The Bidder shall prepare and make a presentation before the Evaluation Committee and it shall evaluate the presentation based on the following criteria: • planning for entire work: 15 Marks •Content : 10 Marks •Creativity : 10 Marks • Presenting a unique theme for mass mobilization for participation in Election: 10 Marks
<p>For qualifying technical bid, a bidder has to secure minimum 70 marks (70% of the total marks) as detailed above. However, if the no. of such qualified bidder is less than two, the Authority may, in its sole discretion, select the bidder(s) whose technical score is less than 70 but is more than 60 marks.</p>		
5.	LANGUAGE OF THE TENDER	
<p>The Tender prepared by the bidder as well as all correspondences and documents relating to the Tender shall be in English language only. If the supporting documents are in a language other than English, the notarized translated English version of the documents should also be enclosed. Tender received without such translation copy will be rejected.</p>		
6.	AVAILABILITY OF TENDER DOCUMENT	
<p>The tender documents can be downloaded from http://govtprocurement.delhi.gov.in free of cost.</p>		
7.	PRE-BID MEETING	
<p>There will be a pre-bid meeting on 14-02-2022 at 11:30 AM in the Office of The Secretary, State Election Commission, NCT Of Delhi & U.T. Chandigarh, Nigam Bhawan, Kashmiri Gate, Delhi-110006, during which the prospective bidders can get clarification about the</p>		

tender. The bidders may send their queries in writing, if any, so as to reach the Commission within specified time.	
8.	CLARIFICATION ON THE TENDER DOCUMENT
Any discrepancies, errors, omissions, ambiguities or conflicts in the tender document or any doubts as to their meaning and any request for clarification may be sent in writing to the Office of The Secretary, State Election Commission, NCT Of Delhi & U.T. Chandigarh, Nigam Bhawan, Kashmiri Gate, Delhi-110006, or through e-mail to delhielectiontender@gmail.com as per Annexure-VII within specified time and corrigendum, if any, shall be uploaded on portal accordingly.	
9.	AMENDMENT OF TENDER DOCUMENT
The Commission whether on its own initiative or as a result of a query, suggestion or comment of an Applicant or a Respondent, may modify the tender document by issuing an addendum or a corrigendum at any time before the opening of the tender. Any such addendum or corrigendum will be uploaded on portal and the same will be binding on all Applicants or Respondents or Bidders, as the case may be.	
10.	AUTHORISATION OF THE BIDDER
The Tender should be signed by the person who is authorized for the same by the bidder or by the person who is duly authorized for the same by the bidder.	
11.	SUBMISSION OF TENDER IN TWO COVER SYSTEM
<p>(a) Every page of the terms and conditions of the tender document should be signed and enclosed with the tender, in token of having accepted the tender conditions, failing which the tender will be rejected summarily.</p> <p>(b) e-Tender should be submitted in two parts; i. Part I will cover technical bid and ii. Part II will cover price bid</p> <p>(c) e-Bidders should ensure submission of all documents along with Part-1 proposal as per the Check list given in Annexure-X.</p> <p>(d) A tender once submitted shall not be permitted to be altered or amended.</p>	
12.	EARNEST MONEY DEPOSIT
<p>i. The tenderer shall furnish, as part of its Bid, an EMD to the tune of Rs. 60,000/- (Sixty Thousand Only) in form of Account Payee Demand Draft,</p>	

Fixed Deposit Receipt, Bankers Cheque or Bank guarantee from any of the Commercial Banks, in favour of The Secretary, State Election Commission, NCT Of Delhi & U.T. Chandigarh, payable at Delhi. The scanned copy of instrument of EMD must be enclosed along with the Bid and Original instrument must be submitted in the Office of the Secretary, State Election Commission, NCT of Delhi & U.T. Chandigarh, Nigam Bhawan, Kashmiri Gate, Delhi-110006 before opening of Techno Bid. Tender without Earnest Money in the prescribed form, will not be accepted.

- II. Micro and Small enterprises, as defined in MSE procurement policy issued by Department of MSME or are registered with Central Purchase Organization or the Concerned Ministry or Department or Start Ups as recognized by Department of Industrial Policy and Promotion are exempted from submitting EMD in accordance with Rule 170 of GFR-2017.
- III. Any Bid not secured in accordance with above shall be treated as non-responsive and shall be rejected.
- IV. Unsuccessful Bidder's EMD will be returned within 30 days after conclusion or discharge of the tender.
- V. No interest will be paid on the Earnest Money Deposit.
- VI. The Successful Bidder's Bid EMD will be refunded once the successful Bidder deposits the Performance Bank Guarantee, if applicable.
- VII. The EMD may be forfeited:
 If Bidder (a) withdraws its Bid during the period of Bid validity specified by the Bidder on the bid form: or (b) modifies its Bid price during the period of Bid validity specified by the Bidder on the form. (c) In case of a Successful Bidder, if the Bidder fails to sign the Agreement.

13.

VALIDITY

The rate quoted in the Tender should be valid for the acceptance for a minimum period of **120 days** from the date of opening of the Tender. Escalation in the rates will not be entertained under any circumstances.

14.	PRICE OFFER
<p>(a) The Price bid should quoted separately.</p> <p>(b) It is mandatory for the bidders to quote the rates of all the items of the tender. If a bidder quotes nil/Zero charges or does not quote for all the items of the tender, the bid shall be treated as unresponsive and will not be considered.</p> <p>(c) The price bid should be prepared as per Annexure-IX. The rate should be quoted keeping in mind the conveyance charges, transportation charges, assignment charges, labour charges, etc. which a bidder may incur while providing the services.</p> <p>(d) The rate quoted by the bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. Escalation of rate will not be permitted during the said period or during any period while providing services whether extended or not for reasons other than increase of taxes payable to the Governments in India within the stipulated period.</p> <p>(e) The price should be neatly and legibly written both in figures and words.</p> <p>(f) In case of discrepancy between the prices quoted in words and figures, lower of the two shall be considered.</p> <p>(g) Price bid should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will not be accepted.</p>	
15.	OPENING AND EVALUATION OF THE TENDER
<p>(a) The tenders received up to 3.00 PM on 26-02-2022 will be taken up for opening. Tenders received after specified date and time will not be accepted. The Tender will be opened at 4.00 PM on the same day in the presence of the available Bidders/ representatives of the Bidders who choose to be present. The Bidders or their authorized agents are allowed to be present at the time of opening of the tenders.</p> <p>(b) If the date fixed for opening of the tender happens to be a Government holiday, the tenders will be opened at 4.00 PM on the next working day,</p> <p>(c) The bid will be evaluated by a Committee in terms of the pre-qualification criteria. The Committee reserves the right to disqualify any of the bids in case the Committee is not satisfied with the documents furnished, including the past performances.</p> <p>(d) After evaluation of pre-qualification criteria, the Committee shall evaluate the</p>	

technical bid of all qualified bidders on the basis of marks as detailed in Clause 4 of the Tender document. For this purpose, the prospective bidder shall have to make presentation/demonstration before the Committee on the specified date. Any request for change/extension for date of presentation/demonstration by any bidder shall not be entertained under any circumstances.

- (e) Any adverse/not satisfactory remarks on the performance from the clients of previous works will entail disqualification of the tender and price bids will not be opened.
- (f) For qualifying technical bid, a bidder has to secure minimum 70 marks (70% of the total marks) as detailed in clause 4 Of tender document. However, if the no. of such qualified bidder is less than two, the Commission may, in its sole discretion, select the bidder(s) whose technical score is less than 70 but is more than 60 marks.
- (g) The bidders declared as technically qualified will be informed accordingly and only their price bid will be opened in their presence.
- (h) In QBCS method, 70% weightage will b e given to the technical score obtained by a bidder.
- (i) Decision of the Commission in this regard shall be final and binding on all the participating bidders. No correspondence to this effect shall be entertained.

16.	EVALUATION OF THE PRICE
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- (a) In the second stage, the financial evaluation of all technically qualified bidders shall be carried out as per this clause.
- (b) The bidder quoting the lowest rate excluding applicable Tax will be awarded 100 marks for financial quote.
- (c) For determining the financial score of other bidders, the following formula shall be applied:-
FINANCIAL SCORE OF BIDDER= (LOWEST PRICE)X(100)/PRICE QUOTED BY RESPECTIVE BIDDER
- (d) In QCBS method, 30% weightage will be given to the financial score obtained by a bidder.

17.	AWARD OF CONTRACT
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- (a) The selection process would be Quality and Cost Based Selection (QCBS).
- (b) The Evaluation Committee will select the bidder by giving 70% weightage to the technical score and 30% weightage to the financial score.
- (c) The combined score of a bidder shall be decided by the formula as under:-
COMBINED TOTAL SCORE=(TOTAL TECHNICAL SCORE X0.7) +(TOTAL FINANCIAL SCORE X0.3)
- (d) The entire contract of work will be awarded to the Bidder who obtains the highest combined score.

<p>(e) If the selected bidder fails to execute the project or if its contract is terminated, , the bidder who has obtained the second highest combined score and so on, shall be asked for its willingness to work on the rates of initially selected bidder.</p>	
18	PERFORMANCE SECURITY DEPOSIT
<p>(a) On receipt of the Letter of Acceptance from the Commission, the successful bidder shall remit a Security Deposit (SD) of (3%) within 07(seven) working days from the date of receipt of letter of acceptance in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank guarantee from any of the Commercial Banks, in favour of The Secretary, State Election Commission, NCT Of Delhi & U.T. Chandigarh, payable at Delhi with a validity period of 6 months beyond the date of end of contract. Amount of SD shall be communicated to him while sending LoA.</p> <p>(b) Security Deposit amount remitted will not earn any interest.</p> <p>(c) Upon complete fulfilment of contract by the successful bidder, to the satisfaction of the Commission, the performance security deposit furnished by the bidder will be released after recovery of dues, if any.</p> <p>(d) In case of any default on the part of successful bidder/ non satisfactory performance, performance security shall be liable to be forfeited.</p>	
19.	AGREEMENT
<p>The successful bidders shall execute a contract agreement within 07 days as may be drawn up to suit the conditions on a non-judicial stamp paper of value, as prescribed in law on the date of remittance of Security Deposit and shall pay for all stamps and legal expenses incidental thereto. In the event of failure to execute the agreement, within the time prescribed, the SD amount remitted by the bidder will be forfeited besides cancellation of his rights.</p>	
20.	PAYMENT TERMS
<p>(a) No advance payment shall be made to the successful bidder for any work.</p> <p>(b) 30% payment of the amount finalized after tenders shall be made to the successful bidder on satisfactory performance of work after 25 days from the date of signing of contract. Remaining amount shall be paid after the</p>	

completion of work order.

- (c) Efforts will be made for final payments within 30 days from the date of submission of bills. The bills should be supported by copy of work orders and other supporting documents, if any. These documents must be duly verified by the Authorized Officers/officials of the Commission.
- (d) While making payment, Income tax/GST shall be deducted at source from the bills as per the rules of the Income Tax Act and GST Act. In case any short deduction of TDS is noticed at any time, the same will be deducted from the current bills/payments due.

21.

PENALTY

- (a) In case the contractor fails to comply with the order immediately even at a short notice, the Commission will be at a liberty to have the work done from other participating and technically qualified bidder at L1 rates or otherwise from other parties and the additional expenditure incurred, if any, on this account shall be recovered from the defaulting contractor. Therefore, all liabilities (in full or part) arising out of non-compliance of the order after acceptance of the terms and conditions shall be of the contractor(s).
- (b) In case of non-compliance of any order/direction, a penalty of Rs. 5000/- per work order/direction shall be imposed upon the successful contractor.
- (c) Decision of the Commission in (b) above shall be final and binding on the successful bidder.
- (d) In case at any stage, if it is found that the bidder has furnished any wrong information with malafide intention to succeed in the bid, suitable legal action, as deemed fit by the Commission, shall be taken against the bidder.

22.

TERMINATION OF CONTRACT

- (a) Upon successful completion of the entire contract, Security Deposit will be released.
- (b) The Commission also reserves the right to recover any dues from the bidder, which is found on later date, during audit/excess payment, after final settlement is made to them. The bidder is liable to pay such dues to the Commission immediately on demand, without raising any dispute/protest.
- (c) The Commission reserves the right to terminate the contract at any time on account of non-fulfilment of contract or any of the reasons.
- (d) In case of any material breach or default in the performance of any obligation under

the contract, the contractor may terminate the contract by giving notice in writing to the contractor.

- (e) During the currency of the period of rate contract, if the contractor wishes to terminate the contract or wants to leave the contract, he has to give at least one month's notice in advance, failing which his Security Deposit will be forfeited.

23.

GENERAL CONDITIONS

- (a) Conditional Bid in any form will not be accepted.
- (b) Conditions of this tender are subject to provisions of GFR, CVC guidelines and other statutory financial guidelines issued by the Competent Authority from time to time.
- (c) The Commission reserves the right to relax or waive or amend or modify or revise any terms/conditions of the tender at any time.
- (d) The right of final acceptance of the tender is entirely vested with the Commission and the Commission reserves the right to accept or reject any or all the bidder in part or in totality or to negotiate with any or all the bidders or to withdraw /cancel / modify this tender without assigning any reason whatsoever.
- (e) The successful bidder shall not offload either full or part of the work to other bidder.
- (f) If performance of the bidder is not upto the mark, the Commission reserves the right to reallocate full / part order to other qualified bidders. Any additional cost incurred by the Commission due to such reallocation should be borne by the bidder.
- (g) Any notice regarding any problem, to the bidder shall be deemed to be sufficiently served, if given in writing at his usual or last known place of business or through email.
- (c) In the course of discussion and instruction, the Commission may disclose information of confidential and proprietary nature relating to its business model, subscribers, etc. to the bidder. Such information shall be considered confidential.
- (d) The successful bidder should comply with the statutory labour norms such as minimum wages Act with regards to the manpower deployed for the execution of the contract.
- (e) It will be the responsibility of the successful contractor to comply with all the statutory requirements pertaining to fulfilling the contract e.g. NOC/Licenses from relevant Authorities. In case of noncompliance, the contractor shall be held responsible and penalty if any imposed on the Commission will be recovered from

<p>him.</p> <p>(f) The successful contractor must have adequate and effective supervisory mechanism for providing uninterrupted services.</p> <p>(g) Content of all the creatives/publicity materials submitted by the successful Bidder for promotion purpose shall be the exclusive property of the Commission. The Commission is at liberty to use all these materials in future for any purpose.</p> <p>(h) The quantity of items shown in the Price Bid (ANNEXURE-IX) is indicative only. It may increase or decrease as per the actual requirements of the Commission.</p>	
<p>24.</p>	<p>CONFIDENTIALITY</p>
<p>a) Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. The Commission will treat all information submitted as part of Proposal in confidence and will ensure that all who have access to such material treat it in confidence. The Commission will not divulge any such information unless it is ordered to do so by any Government Authority that has the power under law to require its disclosure.</p> <p>b) Except upon mutual written agreement, or as may be required by law, no party shall in any way or in any form disclose the existence, discussions or negotiation leading to or any matter covered during tender process till the stage of execution of agreement.</p>	
<p>25.</p>	<p>FRAUD AND CORRUPT PRACTICE</p>
<p>a) The Bidders shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything contained in this tender, the Commission shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has engaged in corrupt practice, fraudulent practice, coercive practice (collectively the “Prohibited Practices”) in the Selection Process.</p> <p>b) In such an event, the Commission shall,</p> <ul style="list-style-type: none"> • Forfeit and appropriate the Bid Security or Performance Security. • Debar it from participation in any tender issued by the Commission during a period of 2 years from the date such Bidder, is found by the Commission to have engaged or indulged in such practice. <p>c) Corrupt Practice – It implies offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process. For avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any</p>	

Official/Consultant of the Commission who is or has been associated in any manner, directly or indirectly with the Selection Process or has dealt with matters concerning the Agreement;

d) "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

e) "Coercive or property to influence any person's participation or action in the Selection Process; practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons.

f) The Bidder is required to comply with terms of Integrity Pactas applicable.

26.	FORCE MAJEURE
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a) If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligations under this contract gets affected by an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances shall be prevented or delayed by reason of war, or hostility, acts of the public enemy, civil commotion, riots, civil disorder, sabotage, fires, earthquake/storm/flood or other extreme adverse weather conditions, explosions, epidemics, pandemics (including lack of advertisement business due to economic slowdown on account of pandemics), quarantine restrictions, strikes, power blackout due to grid collapse, lockouts, confiscation or any other action by Government Agencies, Administrative Order, Court Order, Bankruptcy, espionage, cyber hacking, other industrial action, political unrest, civil unrest, or act of God (Hereinafter referred to as Force Majeure Events).

b) The affected Party shall provide to the other Party a notice of happenings, within 07 days from the date of occurrence thereof and in such event neither party shall by reason of such event be entitled to terminate this and performance shall be resumed as soon as practicable after such event may come to an end or cease to exist.

c) That no penalty shall be levied on the Bidder in case of force majeure event.

d) That if the performance in whole or part of any obligation under this contract is prevented or delayed because of any such event for a period exceeding 15 days, Commission at its option may terminate the contract.

e) Provided also that if the contract is terminated under this clause, the Commission shall be at liberty to take over from the Bidder at a price to be fixed by the Commission, which shall be final, all undamaged and acceptable materials, assets, services in possession of the selected Bidder at the time of such termination of such portions thereof as the Commission may deem fit, if mutually agreeable between the Parties.

- f) For the purposes of this Contract, “Force Majeure” shall not include:
Any event which is caused by the negligence or intentional action of a Party, Insufficiency of funds or inability to make any payment required hereunder
- g) Measures to be taken:
- A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
 - A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 07 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
 - Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- h) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the Commission, shall either:
- Demobilize; or
 - Continue with the Services to the extent possible, in which case they shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.
- i) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Coordination Committee deliberations, to be constituted by the Commission.

27.

DISPUTE REDRESSAL MECHANISM

- a) All the disputes, differences, controversies / differences of opinions, breaches and violation (“Dispute”) arising out of, or in relation to the agreement between parties shall be resolved by mutual discussions / reconciliations in good faith.
- b) At the first instance, the matter has to be taken into Coordination Committee, to be constituted by the Commission, for resolving the same within 15 days.
- c) If the dispute, difference, controversies / differences of opinion, breaches and violation arising from or related to the Agreement is not resolved through processes defined above, then such questions, disputes or differences (except as to the matters, the decision to which is specifically provided under this Agreement) shall be referred to arbitration under the provisions of Arbitration and Conciliation Act 1996 /amendments thereof and the rules made there under or any statutory modifications or re-enactment thereof or any rules made thereof shall be deemed

to apply to the arbitration proceeding under this clause.

- d) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- e) The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.
- f) Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrator, shall be shared equally by the Parties unless the award otherwise provides.
- g) Place of Arbitration - The place of arbitration shall be Delhi.
- h) English Language - The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.
- i) Enforcement of Award - The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act.
- j) Performance During Arbitration - Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

28.

JURISDICTION OF THE COURT

Any dispute arising out of non-fulfilment of any of the terms and conditions of the agreement or any other dispute arising out of the arbitration award will be subjected to the jurisdiction of the Courts in Delhi only.

PART-I (Covering Letter)

Date:_____

From,

Name:

Address:

Ph:

Fax:

E-mail:

To,

.....,

.....

Sub: E-TENDER FOR RATE CONTRACT FOR HIRING CREATIVE MEDIA AGENCYFOR THE UPCOMING GENERAL ELECTIONS TO THE THREE MUNICIPAL CORPORATIONS OF DELHI- SUBMISSION OF PART I - Reg.

Ref: Your Tender Notice_____ dated _____

Sir,

With reference to your tender notice, we submit herewith the following documents:

- 1) Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions.
- 2) Authorization letter from the bidder for the person to sign the tender.
- 3) Details of the Bidder (as per **Annexure - II**).
- 4) Annual turnover statement duly certified by a Chartered Accountant (as per **Annexure - III**)
- 5) Details of work completed (as per **Annexure -IV**)
- 6) Declaration for not having blacklisted by either the registration department or any other Government Agencies (as per **Annexure - V**).

- 7) Declaration for not having tampered the Tender documents downloaded from the website (**Annexure – VI**).
- 8) Certificates as required in pre-qualification clause.
- 9) Address proof document for having a full-fledged office in Delhi/NCR or an undertaking to setup office at Delhi.
- 10) Notarized translated English version of the documents in a language other than English, if any.
- 11) Any other relevant documents including copy of EMD.

Yours faithfully,

SIGNATURE OF THE BIDDER
(with seal and address)

Encl: As stated above

DETAILS OF THE BIDDER

S.No.	Particulars	Description/Details
A	Name of Bidder	
B	Contact Details	
	Registered Office Address	
	Telephone No.	
	Fax	
	Email	
	Website	
C	Incorporation Details	
	Incorporation Number	
	Date of Incorporation	
	Authority	
D	Name of Authorized Signatory	
	Position	
	Telephone	
	Fax	
	Mobile	
	Email	
E	Number and Address of Offices	
	In Delhi	
	Outside Delhi/NCR	

SIGNATURE OF THE BIDDER
(with seal and address)

ANNEXURE - III

ANNUAL TURN OVER STATEMENT

The Annual turnover of M/s for the past three years are given below and is certified that the statement is true and correct.

S.NO	Year	Turnover (Rs. in lakh)
1.	2018-2019	
2.	2019-2020	
3.	2020-2021	
	Total	
Average turnover	annual	

DATE:

**SIGNATURE OF THE BIDDER
(with seal and address)**

**SIGNATURE OF CHARTERED ACCOUNTANT
(With seal and Address)**

ANNEXURE -IV

Details of Work Completed during last 07 years

(Please provide the details for each work along with work order)

S.No	Name & addresses of the client	Location of the work (Town/State)	Name of the contact person and contact details for the client	Name of work	Work start date	Work end date	Work order enclosed (Yes/No)	Work completion certificate along with value enclosed(Yes/No)
1.								
2.								
3.								
4.								
5.								

**SIGNATURE OF THE BIDDER
(with seal and address)**

CERTIFICATE

Date: _____

Certified that M/s...../the firm/company or its partners/shareholders had not been blacklisted by any Government Agencies.

**SIGNATURE OF THE BIDDER
(with seal and address)**

DECLARATION FORM

Date: _____

a) I/We having our office at do declare that I/We have carefully read all the conditions of tender floated vide tender ref.no._____ forrate contract for hiring creative Media Agency for the upcoming general elections to the three Municipal Corporations of Delhiand will complete the contract as per the tender conditions.

b) I/We have downloaded the tender document from the Web Portal and I/We have not tampered/modified the tender document in any manner. In case, if the same is found to be tampered / modified, I/We understand that my/our tender will be summarily rejected and I/We am/are liable to be banned from doing business with the Commission or prosecuted.

**SIGNATURE OF THE BIDDER
(With seal and address)**

ANNEXURE- VII

CLARIFICATION ON TENDER DOCUMENT FORMAT

BIDDER'S REQUEST FOR CLARIFICATION			
Name and Address of the Organization submitting request		Name and Position of Person submitting request	Contact Details of the Organization/ Authorized Representative
			Tel:
			Fax:
			Email:
S.No.	References(s) (Section,Page)	Content of Tender requiring Clarification	Points of clarification Required
1.			
2.			
3.			

SIGNATURE OF THE BIDDER
(With seal and address)

PART-II (Covering Letter)

From,

Name:
Address:
Ph:
Fax:
E-mail:

To,

.....
.....

Sub: E-TENDER FOR RATE CONTRACT FOR HIRING CREATIVE MEDIA AGENCYFOR THE UPCOMING GENERAL ELECTIONS TO THE THREE MUNICIPAL CORPORATIONS OF DELHI- Submission of Part - II- Price Offer - Reg

Sir,

In continuation of our above tender, we submit herewith the price offer for rate contract for hiring creative Media Agency for the upcoming general Elections to the three Municipal Corporations of Delhias specified by the Commission in this tender document.

We agree to abide by the terms and conditions stipulated by the Commission and also agree to complete the entire contract, at the rates quoted by us.

The rate quoted and approved by the Commission in this tender will hold good as per the Commission tender conditions.

Yours faithfully,

SIGNATURE OF THE BIDDER
(with seal and address)

ANNEXURE - IX

PRICE BID

Description	BasicPrice (Words/figure)	GST (Words/figure)	Total price (including all taxes& charges etc.) (Words/figure)
	(Rs.)	(Rs.)	(Rs.)
Providing services of Creative Media Agencyas per the details in tender.			
Note:1	Taxes should be quoted separately. Taxes, as applicable, shall be paid by the Commission.		
Note:2	In case of discrepancy between the prices quoted in words and in figure, the lower of the two will be considered.		

ANNEXURE - X**CHECKLIST OF DOCUMENTS**
Documents to be enclosed in Part-I:

S.No	Checklist	Enclosed (Yes/No)	Reference In the Bid (Page no.)
1.	A covering letter on your letter head addressed to the Secretary, State Election Commission (as per ANNEXURE - I)		
2.	Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions		
3.	Authorization letter from the bidder for the person to sign the tender		
4.	Details of the Bidder (as per ANNEXURE - II)		
5.	Average annual turnover statement duly certified by a Chartered Accountant (as per ANNEXURE - III)		
6.	Details of work completed during last 07 years (as per ANNEXURE -IV)		
7.	Certificates as per requirement of pre-qualification clause.		
8.	Address proof document for having a full-fledged permanent office in Delhi or an undertaking to setup office at Delhi		
9.	Declaration for not having black listed either by Registration Department or by any other govt. Agencies (as per ANNEXURE - V)		
10.	Declaration for not having tampered the Tender documents downloaded from the website (as per ANNEXURE - VI)		
11.	Notarized translated English version of the documents in a language other than English, if any.		
12.	EMD/Other documents.		
13.	A covering letter on the letter head (as per Annexure-VIII)		
14.	Copy duly filled of Annexure-X		

SIGNATURE OF THE BIDDER
(with seal and address)