



STATE ELECTION COMMISSION, DELHI
NIGAM BHAWAN, KASHMERE GATE, DELHI

**NOTICE INVITING TENDER FOR SETTING UP OF COMPUTER
CELL FOR GENERAL ELECTION TO DMC-2022**

Online open bids are hereby invited from the reputed Firms/Companies having proven experience in setting up of computer cell for election related works and having minimum average turnover of Rs 60 Lakhs for the last four financial years. Services are required to set up Computer Cell at State Election Commission Delhi for the General elections to the three Municipal Corporations of Delhi likely to be held in the month of April,2022

The bids documents along with term & condition etc. are available on the website <https://govtprocurement.delhi.gov.in> and can be downloaded there from

Tender Enquiry No.	
Date of release of tender through e-procurement solution	10.01.2022
Date of Submission of tender	Start on 10.01.2022 at 05:00 P.M Closing on 24.01.2022 upto 1:00 PM.
Physically submission of EMD Rs.4,00,000/- (Rupees Four lakh only) and all other documents.	24.01.2022 up to 1:00 PM
Date & time opening of on line Technical Bids	24.01.2022 at 03:00 PM
Date & time of opening of financial bids	To be intimated to the technically Qualified Bidders separately.
Estimated cost of the work	2,00,00,000/- (Rs. Two Crore only)

1. The bidder will have to submit their bids online in electronic format with digital signatures.
2. Bidders are requested to attach all the relevant documents with the technical bid.
3. Detailed instructions for submission of e-tenders can be downloaded from the website <https://govtprocurement.delhi.gov.in>
4. The right to accept or reject any or all the tender(s) is/are reserved.
5. The financial bid shall be opened only of those bidders who qualify in the technical bid.
6. Corrigendum/addendum to tender, if any, will be uploaded on the website mentioned above.
7. In case any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time, as scheduled above.

Dy. Secretary/ Head of office
State Election Commission

1. General Terms and Conditions:

- 1.1 Bids are invited in two bid system i.e. Technical bid and Financial bid, from the firms having proven experience/capabilities of election related work.
- 1.2 Bidders are advised to study the document thoroughly. Submission of technical bids and financial bids shall be deemed to have been done after careful study and examination of the technical bids and financial bids document with full understanding of its implications.
- 1.3 It will be imperative on each bidder to fully acquaint with all the local conditions and factors, which would have any effect on the performance of the contract. No request for the change of charges or time schedule of providing of services shall be entertained on account of any local condition or factor once the offer is accepted by the State Election Commission Delhi.
- 1.4 The State Election Commission Delhi, reserves the right to relax any terms and conditions in the Commission's interest and can cancel the tender all together at any stage without assigning any reason.
- 1.5 No conditional/optional bid shall be accepted and Bidders shall not be permitted to alter or modify their bids after expiry of last date for receipt of Bids.
- 1.6 The State Election Commission Delhi, reserves Right to increased or decreased the quantity of work at the time of placement of Work Order/Signing of Contract.
- 1.7 The requirement for Setting up of Computer Cell is at State Election Commission, Nigam Bhavan, Kashmere Gate, Delhi-110006, installation and training of software at various Returning Officers offices. The State Election Commission, Delhi reserves the right to modify the work to be allotted to the firm which includes the locations.
- 1.8 The State Election Commission, Delhi, reserves the right to accept any bid, and to annul the bid process and reject all bids at any time, without assigning any reason, prior to placement of work order/signing of contract.
- 1.9. Printed terms and conditions of Bidder shall not be considered as forming part of their Bids.
- 1.10 Bidder must state categorically whether or not his offer conforms to all the tender terms and conditions.
- 1.11 Bidder must state categorically whether or not his offer conforms to the requirement given BOQ (Bill of quantity).
- 1.12 Bidder must have understood that to whom contract is assigned, to complete the work to the full satisfaction of the State Election Commission Delhi.
- 1.13 Bidder who will quote all the Items as defined in the tender will be eligible for this tender. Any bid which have partial quote for a specific job only or supply of only few services will be rejected. No conditional/optional bid shall be accepted. Bidders shall not be permitted to alter or modify their bids after expiry of the last date for the receipt of the bid. Discount shall not be offered separately.

- 1.14 The approved contractor shall also bear the cost of labour, packing, transportation for supply of hired articles to and fro from the destination. Likewise arrangements for Computers, Printers, UPS, Modems/Routers and all Consumables, Hosting space/URL (hardware, software and manpower) to be provided by the bidder and server should be located in India only. Such expenditure shall be borne by the Bidder. The SEC will provide adequate office space, Electricity and Internet Connection at Nigam Bhawan, Kashmere Gate, Delhi.
- 1.15 The contractor shall be asked to supply any services for which the e-tender is being called, at any point of time as intimated by this Commission or any officer authorized to do so.
- 1.16 Bidder is bound to comply with all the legal formalities, obligations and statutory requirements as per law of the land.
- 1.17 The tenderer must have capacity of all tendered services. The bidder will not be allowed to delegate/transfer/assign the contract OR any part thereof to some other party.
- 1.18 The tenderer whose bid are accepted shall hereinafter be called "the supplier" which shall include his Heirs, Executors, Administrators and Assignees.
- 1.19 The decision of the State Election Commission Delhi / authorities regarding approval of rates for different categories of services will be final. No complaint in this regard will be entertained.
- 1.20 The State Election Commission Delhi, has full right to accept or reject in part or any or all the bids without assigning any reason and also to cancel the order at any time by giving 12 hours written notice of default sent to the supplier. Firm will have no right to claim any loss/damages etc. on cancellation of supply order.
- 1.21 The State Election Commission Delhi, reserves the right of placing complete/partial work order for all jobs/services as per requirements to one of the lowest bidders and/or in the interest of the SEC.
- 1.22 The State Election Commission Delhi, will not be responsible for any delay in online submission of the Bids due to any reason whatsoever.
- 1.23 In case, the date of receipt/opening of tender is declared or happens to be a public Holiday, the tenders will be received/opened on the next working day at the stipulated time.
- 1.24 The tender will be allotted strictly by taking overall quoted rates for all the services.
- 1.25 The bidder with seal of the firm should sign each document attached with the bid.
- 1.26 All works in course of execution or once executed in pursuance of contract shall at all times be open for inspection and supervision by any officer authorized by the State Election Commission Delhi.

- 1.27 The State Election Commission Delhi, has full power/authority to consider the past performance, reputation, capabilities of execution of work before awarding the contract. The bidder has to provide documentary evidence showing details of past experience of required arrangements. In addition, they have to give documentary proof of the requisite financial turnover.
- 1.28 The Commission reserves the right to relax any of the terms and conditions in the government interest.
- 1.29 The bidder shall indemnify the Commission against all damages/charges and expenses for which the Commission may be held liable or pay on account of the negligence of the bidder or his servants or any person under his control whether in respect of accident, injury to the person or damage to property of any member of the public or any person or in executing the work or otherwise and against all damages and demands thereof.
- 1.30 The contractor shall provide services in best possible manner and carry out the work with diligence. No compensation shall be allowed for any delay caused for starting of the work on account of any circumstances.
- 1.31 The successful tenderer(s) has to sign an agreement as per Performa enclosed on a non-judicial stamp paper of Rs.100/-

2. Bidder Qualification:

- 2.1 The "Bidder" as used in the document shall mean the one who has signed the Bid Form. The Bidder may be either the individual/Company/firm/Proprietor having required experience in this field for which charges are quoted on the BOQ (Bill of quantity as per format) and have requisite financial turnover and job orders with Government Departments.
- 2.2 The Bidder should have registered office in Delhi for the last 5 years and should be in the business of software development and data processing for the last 10 years. Bidder should submit proof for the same.
- 2.3 Bidder must have proven experience/capabilities of election related work. (Attach self attested copies of Work orders and Completion Certificate as a proof). The State Election Commission, Delhi has full power/authority to take into account the past performance, reputation, suitability/capabilities of execution of work before awarding the contract. The satisfactory completion certificate should be on Letter head of the concerned department showing address and contact numbers.
- 2.4 Bidder must have PAN, valid GST number, copies of which are required to be attached with technical bid.
- 2.5 The average annual turnover of the bidder must be Rs.60 lakhs (Rupees Sixty lakhs only) and above for the preceding four financial 2017-2018, 2018-2019, 2019-2020 & 2020-2021) years. Bidder should submit balance sheet for the last four years showing average annual turnover of Rs. Sixty Lakhs, and above duly certified by a Chartered Accountant.

- 2.6 The bidder must not be blacklisted by any Govt. Deptt/organization/autonomous bodyetc.
- 2.7 The individual signing the tender form or any document forming part of the tender on behalf of Proprietor/Company/firm shall produce an authenticated copy of the resolution passed by the Company, or Power of Attorney duly executed in his favour stating that he has the authority to bind other such persons of the firm as the case may be in all matters pertaining to the tender including the arbitration clauses. In case any person signs the agreement on behalf of any limited company or firm, he will produce letter of authority/resolution passed by the company empowering him to sign the agreement on behalf of the company or firm.
- 2.8 Bidder should be minimum ISO 9001:2008 certified
- 2.9 Bidder should have software as mentioned in the scope of work and should submit PPT showing all screens and reports and demonstration of software will be done at SEC.
- 3. Bid Security (Earnest Money):**
- 3.1 **Bid Guarantee (Earnest Money) amount for Rs.4 lakhs (Rupees Four Lakhs only) in the form of Demand Draft, Fixed Deposit Receipt, from any of the scheduled commercial bank, in the name of State Election Commissioner, Delhi. Original documents w.r.t. Earnest money must be deposited in the O/o State Election Commission, Delhi well before bid closing date & time as per schedule.**
- 3.2 The Bid Guarantee (Earnest Money) shall be valid at least 180 days beyond the final bid validity of EMD i.e. 180 days from the last date of bid submission. No interest on any account will be payable by the Commission on this amount.
- 3.3 At the time of signing the contract, the **Company shall furnish a Contract Performance Bank Guarantee @ 5% of the work contract** from Scheduled commercial Bank. The Performance Guarantee can also be furnished in the shape of Account Payee Demand Draft, FDR from any Scheduled Commercial Bank in an acceptable form.
- 3.4 The Contract Performance Guarantee will be in the name of the State Election Commission, Delhi.
- 3.5 The Contract Performance Guarantee should be valid for a period beyond 65 days from the date of completion of the contract. This will be released after the successful completion of contract period.
- 3.6 The Bid Guarantee (Earnest Money)/Performance Guarantee will be forfeited;
- a) If a Bidder withdraws his bid during the period of bid validity; or
- b) In the case of the finally selected Bidder, if the Bidder fails:
- i) to furnish Contract Performance Guarantee in accordance with terms and conditions of tender; or
 - ii) If at any stage any of the information/ declaration is found false.
 - iii) In case of failure of the tenderer/supplier to execute the Contract as per the terms and conditions and to the full satisfaction

of the State Election Commission Delhi, the performance guarantee deposited by the firms shall be forfeited.

4. Period of Validity of Bids:

Bids shall **remain valid for two year from the date of Bid opening**. A bid valid for a shorter period may be rejected by the State Election Commission Delhi, as non-responsive. The contract will be valid for a period of two years and may be extended on mutual consent on the same rates, terms & conditions.

5. BidRequirements:

- 5.1 The Bidder must quote for all items as listed in the BOQ (Bill of quantity as per format).
- 5.2 Bidders must submit a list of their owners, partners, directors etc. and a undertaking in the shape of affidavit duly attested by Executive Magistrate/Notary Public to the effect that the firm is not blacklisted by any Government Department/Semi Govt. Deptt/Corporation/PSU/Autonomous bodies etc. In case the name of bidder finds mention in the list of blacklisted firms by any Govt. Department/Semi Govt. Deptt/Corporation, said firm shall not be considered for thistender.
- 5.3 Bids received without Earnest Money will be rejected outrightly.
- 5.4 Bids received only through e-tendering will be accepted. Conditional bids, Telex/Fax bids and incomplete bids will be summarilyrejected.
- 5.5 Bidder must submit proof of ownership and constitution ofbusiness.
- 5.6 Bidder must demonstrate Software for the above-mentioned jobs before opening of Financialbid.

6. BID PRICES:

- 6.1 The Bidder shall indicate rate of each services/jobs as mentioned in the BOQ. The rates should be inclusive of GSTthe validity of these rates should be two years from the acceptance ofbid.
- 6.2 The bidder should ensure that all columns of the BOQ may be duly filled and no column is left blank to avoid any ambiguity/rejection. After opening of the price bid, no clarifications whatsoever shall be entertained.
- 6.3 The jobs/services asked to deliver should be the best. The Bidder is bound to supply the jobs/services at the approved rates during the validity of the rate contract. If the rates of any job/service are reduced due to any reason during the validity of rate contract, supplier will intimate the reduced price immediately and will also charge reduced rates instead of rates quoted in the rate contract.

7. Contents of Bid:

The Bids prepared by the Bidder shall comprise of the following two components: -

- a) Technical Bid comprising of the following and to be filled on the format sheets provided in the Tender Document. This is mandatory: -
 - i) Bidder(s) /partner (s) particulars and declaration to abide by the terms & conditions of the tender. **(Annexure-I)**
 - ii) Proforma for Technical Bid, **(Annexure-II)**
 - iii) Documentary proof of having proven experience/ capabilities of election related work or other similar nature work done in the past as per clause **(Annexure-III)**
 - iv) Balance sheets of last Four years having average annual turnover of Rs. 60,00,000/- (Rupees Sixty Lakh only) dully attested by the C.A. **(Annexure-IV)**
 - v) Copy of income tax return of the last Four years. **(Annexure-V)**
 - vi) EMD in the shape of Demand Draft/Pay Order/Bank Guarantee/ FDR in favour of State Election Commission, Delhi (original EMD has to be deposited in Commissions office before closing time of the bid).
 - vii) Undertaking for not black listing by any of the Govt. Deptt./PSU/ Corporation in the shape of affidavit duly attested by the Executive Magistrate/Notary Public. **(Annexure-VI)**
 - viii) Copy of PAN and valid GST Number.
- b) Financial Bid in accordance with the formats provided for the BOQ (bill of quantity) **(Annexure-VII)**

8. Payment Schedule:

- 8.1 Payment will be made after the completion of jobs against the work order in the Election Commission's Computer Cell, to the satisfaction of the State Election Commission Delhi. Income tax/GST shall be deducted at source as per rules. No advance payment shall be made under any circumstances.
- 8.2 The supplier shall submit the bills in quadruplicate after due verification and certification by the respective departments /or by an Officer authorized by the State Election commission Delhi, as the case maybe.

9. Liquidated Damages:

If the Supplier fails to provide the services in time than Commission will arrange the same from the local market at the risk and cost of the supplier firm. In addition to above, Rs.20,000/-per day will be charged as penalty till the completion of work.

10. Termination for Default

10.1 The State Election Commission, Delhi may without prejudice to any other remedy for breach of Contract, by 12 hours written notice of default sent to the Supplier and upon the Supplier's failure and neglect to propose and/or execute any corrective action to cure the default, terminate this Contract in whole or in part:

- i) If the contractor fails to provide the services within the time period(s) specified in the Contract; or
- ii) If the contractor fails to perform any other obligation(s) under the Contract.

10.2 On termination of the Contract for default, performance guarantee deposits of the Supplier/vendor will be forfeited and action will be taken to blacklist the Supplier.

11. Resolution of Disputes:

In the case of dispute or difference arising between the State Election Commission, Delhi and the supplier relating to any matter connected with this contract, the same shall be settled through amicable negotiations between a maximum of two (2) officers nominated by the Competent Authority of State Election Commission, Delhi and Two (2) employees nominated by the supplier, failing which, the dispute shall be submitted to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, and the Arbitrator's decision shall be final & binding. The language of arbitration shall be English. The venue of the conciliation and/or arbitration proceedings shall be in NCT of Delhi.

12. SCOPE OF WORK

S. No	DESCRIPTION
1	Preparation of Draft and Final list of Polling Stations
2	Preparation of Electoral Rolls Ward wise (PDF FILES) Mother Roll (English Hindi)(Image, Without Image) including Supplementary (English Hindi) (Image, Without Image)) till last date of Nomination
3	Generation of Voter Slips as per prescribed format (PDF FILES)
4	CD of Electoral Rolls till date of last nomination
5	Web based software Development and Implementation for all MCD Election related works as per requirement of SEC (including Google Cloud Server till Contract period)
6.	Voter's Mobile App having following modules (Android) a. Voter's Search b. Voter Slip Print c. Locate Polling Station d. Know about your Candidate e. Nominations, Rejection, Withdrawal and Final list of Contesting Candidates f. Voter's Complaint g. Results / Voting percentage h. Contacts i. SEC updates
7.	Election Officer App (Android) a. Observer Reports Downloading /Uploading b. Expenditure Observer report c. Voter's Complaint Disposal d. Sector Officer: Polling Day data upload e. RO Complaints Disposal f. Incident Capture
8.	Software Training for RO/ ARO /Observer / Sector Officer's/Presiding Officer/BLO, e.g. Polling Stations, Polling parties, Electoral Roll, FORM 3,4,6,7,17,18, Voter Complaint, Observer reports, Candidate Expenses, Online Nominations, voter slip distribution, polling day data upload etc.
9	Web based Management of permission and vehicles
10	EVM Inventory (Web Portal) EVM received at SEC, FLC, disbursal to RO after Randomization, Release to PS after Randomization, Transfer to Strong Room, receive back from Strong Room and all EVM movement
11	Formation of Polling Parties - Each in Performa of Appointment. Data Collection, Randomization, Creation and Disbursal of Polling Party using Web based software
12	Scanning and Uploading of all Forms and affidavits on SEC Website
13	Development of a New SEC Web site
14	Computer Cell (One Senior Programmer, two junior programmers and three data entry operators) for Election works e.g. RTI Queries, Departmental Reports, Litigations and Misc. reports).
15	Computer Executives / Call Center Operators
16	Final Reports of Election having all details in hard copy as well as in soft copy.
17	All hardware, software and consumables are to be provided by bidder.
18	To provide all details/records to State Election Commission and assist even after close of election process for extracting information from the computer system.

- (i) The successful bidder must have a setup or a working office in Delhi/NCR preferably in Delhi to operate and co-ordinate the work with the office of State Election Commission, office of Returning Officers, Camp offices, Counting Centre, and as per requirement of the Commission.
- (ii) All arrangement including sufficient number of Data Entry Operator, Computer Programmer and other manpower and software shall be arranged by the successful bidder at the point of work office of State Election Commission, Office of Returning Officers, Camp offices, Counting Centre, and as per requirement of the Commission.
- (iii) All the instruments provided to the Commission must be always in good service condition.
- (iv) Proper inventory/Records of the services/software provided must be maintained by the bidder.
- (v) The successful bidder has sufficient reserve of Data Entry Operator, Computer Programmer and other manpower and software so as to meet out any eventuality.
- (vi) The successful bidder shall depute at-least one liaison officer/manager to deal & co-ordinate with the office of State Election Commission, Office of Returning Officers, Camp offices, Counting Centre, and as per requirement of the Commission.
- (vii) The successful bidder shall conduct regular preventive service maintenance of all the instruments provided to the Commission at all places to ensure uninterrupted services of the instruments/software etc. during election process.
- (viii) The bidder will not use documents and data of Election office for any purpose and will not give the documents and data to any person/organization. The documents and election data will be sole property of the Commission. At any moment of time, it comes to the notice of the department regarding misuse of documents and election data, the department has the right to cancel the contract and forfeit the performance guarantee and no payment will be made for the work and criminal case will be registered against the Party/vendor.
- (ix) The manpower to be provided by the successful bidder should be qualified and well mannered. Any misbehavior by any person of the vendor may result in cancelation of work order.

STATE ELECTION COMMISSION

PROFORMA FOR BIDDER `S PARTICULARS (Enclose with technical Bid)

1.	Name of the Work/			
2.	Name of the firm/Company/Agency			
3.	Permanent office Address of the firm/Company/ Agency			
4.	Telephone No. of the Firm/Company/Agency Office Mobile No. Fax No. E mail ID			
5.	Office address in Delhi/ NCR (if any)			
6	Telephone No. of Delhi office Office Mobile No. Fax No. E mail ID			
7	Name of all Directors/Partners/Proprietor etc			
8	Name & Designation of Authorized Signatory			
9	Telephone No. of Authorized Signatory Office Mobile No. Fax No. E mail ID			
10	PAN No.			
11	GST No.			
12	Registration number of Partnership firm/Company issued by Registrar of Firms/Registrar of Companies			
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

1. 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
(Rubber Seal)

PROFORMA FOR TECHNICAL BID

S.No.	Documents asked for	Page Number at which document is placed
1.	Copy of Bid Security (EMD) Amount of Rs 4,00,000/- (Rs. Four Lakh only) in the form of A/C payee Demand Draft/ FDR/Bank Guarantee issued by any scheduled Commercial Bank in favour of State Election Commission, Delhi, Payable at Delhi valid for a period of 60 days beyond the financial bid validity period.	
2	Scanned copy of EMD to be uploaded and original to be submitted physically at least an hour before technical bid closing time	
3	Self-attested copy of PAN card issued by the Income Tax Department	
4	Self-Attested copy of valid Goods & Services Tax (GST) Registration No.	
5	Copy of Registration certificate of Partnership firm/Company issued by Registrar of Firms/Registrar of Companies.	
6	Proforma for Bidders particulars and a Certificate that all the terms & Conditions are accepted (signed by authorized signatory)- Annexure-I	
7	Performa for technical bid as per, Annexure-II	
8	Experience Certificate regarding proven capabilities for providing such services to the Govt. of India/State/GNCTD/ PSUs as per, Annexure-III	
9	Proforma for details of turnover supported with Copy of Balance sheet for the last 4 years duly certified by a Chartered Accountant, (Annexure-IV)	
10	Details of income tax returns as per, Annexure-V	
11	Undertaking in the form of affidavit duly attested by Notary/Executive Magistrate to the effect that firm/company/Agency has not been blacklisted by any of the Department/ Organisation of Govt. of India/State Govt./ GNCT of Delhi/ PSUs and no criminal case is pending against the said firm/Company/Agency. Annexure-VI	
12	Financial Bid as per, Annexure-VII	
13	Letter of Authority in favour of authorised signatory.	
14	Copy of ISO 9001:2008 certificate.	
15	Copy of PPT of Software to be demonstrated at SEC	

All the above mentioned self-attested documents must be scanned and uploaded electronically (online) on the e-procurement website of Govt. of NCT of Delhi and all documents to be uploaded must be paginated and page numbers entered in the proforma for technical bid.

Signature of the bidder
(Rubber Seal)

**STATE ELECTION COMMISSION
NCT OF DELHI
NIGAM BHAWAN, KASHMERE GATE DELHI-110006**

Details of contracts successfully executed for Setting up of computer cell for election related works on hiring basis

S.No.	Name of Organisation	Period of Work		Nature of work executed	Qty of items/ services supplied /used	Amount of work done
		From	To			

Note: Bidder should provide details for each year or part thereof in separate row for each 13organization.

Signature of the bidder
(Rubber Seal)

**STATE ELECTION COMMISSION
NCT OF DELHI
NIGAM BHAWAN, KASHMERE GATE DELHI-110006**

DETAILS OF ANNUAL TURNOVER

S.No	Financial year	Turnover of the firm/company/agency from the work of Setting up of computer cell for election related works on hiring basis
1	2017-18	
2	2018-19	
3	2019-20	
4	2020-21	
	Average Annual Turnover in preceding four financial years	

Signature of the bidder
(Rubber Seal)

**STATE ELECTION COMMISSION
NCT OF DELHI**

DETAILS OF INCOME TAX RETURNS

S.No	Financial year	Date of filing of Income Tax Returns of the agency
1	2017-18	
2	2018-19	
3	2019-20	
4	2020-21	

Signature of the bidder

Annexure – VI

UNDERTAKING IN THE SHAPE OF AFFIDAVIT DULY ATTESTED BY EXECUTIVE MAGISTRATE/NOTARY PUBLIC

I/We undertake that:

1. The undersigned certifies that I/We have gone through the terms and conditions mentioned above and undertakes/ undertake to comply with the same. The rates quoted by myself/ our self are valid for two years from the date of agreement of the contract and binding upon me/ us after acceptance.
2. I/We undersigned hereby bind myself/ our self to State Election Commission, Delhi to provide services/articles for or on behalf of the President of India during the prescribed period.
3. The articles shall be of the best quality and kind as per the requirement of the Commission. The decision of the State Election Commission, Delhi as regard to the quality and kind of service/ articles shall be final and binding up on me/us.
4. Earnest money deposited by me/us viz. Rs 4,00,000/-(Rs. Four Lakhs only) in the form of F.D/B.G./D.D in favour of State Election Commission, Delhi, shall remain in the custody of State Election Commission Delhi, till acceptance of the tender is made known.
5. I/We shall forfeit to the President of India, the contract performance guarantee deposited by me/us should there be any delay occurring on my/our part. I/We or my/our agent in case failed to provide services/articles at the appointed place and hour, the State Election Commission Delhi, may procure them from other source and deduct the extra amount, if any, paid in connection there with from the bill submitted by me/us or performance guarantee deposited by me/us.
6. The authorized Officer of the Commission, if deem it necessary to change any article on being found of inferior quality/defective, the same shall be replaced by me/us in time, to prevent inconvenience.
7. I/we hereby undertake to provide service/articles during the validity of rate contact as per directions given in the order with in stipulated period positively.
8. The condition herein contained shall form part of the agreement to be entered into or treated as, agreement itself of the description of State Election Commission, Delhi.
9. If I/we fail to provide services/ articles in the stipulated period, the State Election Commission Delhi, has every authority to compound or forfeit the earnest money/contract performance guarantee and charge penalty of Rs. 10000/- per day till hiring of new vendor and the Commission will be at liberty to arrange the same from local market at the risk and cost of the contractor.

- 10 I/we declare that no legal/ financial irregularities against me/us are pending anywhere.
- 11 I/we undertake that the rates quoted by me/us when approved and accepted by the State Election Commissioner, will be valid for the period applicable. I/we undertake to provide services/articles within specified period. I/we undertake to execute the order within stipulated period and if I/we fail to make the supply quality/quantity wise during the stipulated period the necessary legal action can be taken by State Election Commission, Delhi against me/us.
- 12 I/We undertake that the service provided is at the quoted rates.
- 13 I/We _____do hereby solemnly affirm and declare that the individual/firm/company is not black listed/prosecuted by any Central/State Governments/Union Territory/Departments/Officers/statutory Bodies/Autonomous Organizations/Research Institutes or any court of law and against any partner or share holder thereof directly or indirectly connected with or has any subsisting interest in business of my/our firm

Signature & Seal
of tenderer

ANNEXURE-VII

FORMAT OF FINANCIAL BID

S.No	DESCRIPTION	UNIT	RATE(Rs) Inclusive of GST
1	Preparation of Draft and Final list of Polling Stations	Per Ward	
2	Preparation of Electoral Rolls Ward wise (PDF FILES) Mother Roll (English Hindi (Image, Without Image) including Supplementary (English Hindi (Image, Without Image))) till last date of Nomination	Per Polling Station	
3	Generation of Voter Slips as per prescribed format (PDF FILES)	Per Polling Station	
4	CD of Electoral Rolls till date of last nomination	Per CD	
5	Web based software Development and Implementation for all MCD Election related works as per requirement of SEC (including Google Cloud Server till Contract period)	Single Unit	
6.	Voter's Mobile App having following modules (Android) a. Voter's Search b. Voter Slip Print c. Locate Polling Station d. Know about your Candidate e. Nominations, Rejection, Withdrawal and Final list of Contesting Candidates f. Voter's Complaint g. Results / Voting percentage h. Contacts i. SEC updates	Single Unit	
7.	Election Officer App (Android) a. Observer Reports Downloading /Uploading b. Expenditure Observer report c. Voter's Complaint Disposal d. Sector Officer: Polling Day data upload e. Presiding Officer : Polling Day data upload f. RO Complaints Disposal g. BLO : Voter Slip Distribution thru Mobile App h. Incident Capture	Single unit	
8.	Software Training for RO/ ARO /Observer /Sector Officer/Presiding Officer/BLO's e.g. Polling Stations, Polling parties, Electoral Roll, FORM 3,4,6,7,17,18, Voter Complaint, Observer reports, Candidate Expenses , Online Nominations, voter slip distribution, polling day data upload etc.	Per ward	
9.	Web based Management of permission and vehicles	Single Unit	

10	EVM Inventory (Web Portal) EVM received at SEC, FLC, disbursal to RO after Randomization, Release to PS after Randomization, Transfer to Strong Room, Receive back from Strong Room and all EVM movement	Per EVM	
11	Formation of Polling Parties/Counting Parties/ Reception Parties -Each in Performa of Appointment. Data Collection from Departments, Randomization, Creation and Disbursal using Web based software	Per Polling Party	
12	Scanning and Uploading of all Forms, Affidavits, Electoral Roll on SEC Website	Per file	
13	Development of a New SEC Web site	Per Webpage	
14	Computer Cell (One Senior Programmer, two junior programmers and three data entry operators) etc. for Election works e.g. RTI Queries, Departmental Reports, Litigations and Misc. reports). All hardware, software and consumables are to be provided by bidder.	Per month	
15	Computer Executives / Call Center Operators	Per Person	
16	Final Reports of Election having all details	Per Ward	

Note: i) No column will be left blank or filled zero value of the BOQ; the bid of the bidder will be treated as cancelled.

ii) Total rates of all items will be considered as L1 Bidder.

Place:

(Signature of Tenderer)

Date:

Name: _____

Telephone No.

Signature of the bidder
(Rubber Seal)

AGREEMENT

This Agreement is made on this _____ day of _____ 2022 (Two Thousand Twenty Two) BETWEEN _____ through its/their proprietor Sh. _____ (hereinafter called "the Agency", which expression shall, unless excluded by or repugnant to the context, be deemed to include his heirs, executors, successors and assigns) of the one part AND the President of India through Sh. _____, Deputy Secretary, State Election Commission Delhi, duly authorized to enter into this Agreement (hereinafter called "the Government" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors in office and assigns) of the other part.

Whereas quotations for the hiring of the services of the Setting up of Computer cell, for making arrangement for various official functions of the Government were invited and whereas the quotations of the Agency have been accepted by the Government for the period of one year i.e. w.e.f. _____ to _____.

And whereas the Agency, at the request of the Government has agreed to provide services for Setting up of Computer cell at the rates specified against each in the Schedule annexed to this Agreement and the same be read as a part of this Agreement and on the terms and conditions hereafter appearing.

Now, therefore, this Agreement witnesses as follows:

1. That the Agency shall work under the overall supervision and direction of the State Election Commission Delhi, National Capital Territory of Delhi (for short called "Commission"). This Agreement will be effective for a period of 12 (Twelve) months from the date of signing of this Agreement by both the parties.
2. That the quality of the IT services provided will be ensured by the Department on case-to-case basis periodically. IT, Equipment used shall be of best quality and free of fault failing which payments may be withheld or deductions as deemed fit by the Government will be made. Further, the Agency will be liable to be black-listed and the guarantee deposited by the Agency will be forfeited.
3. Any loss sustained on account of fire or any other mishapening due to carelessness or substandard quality shall have to be made good by the contractor besides facing criminal/civil consequences at his own risks and costs.
4. If the Supplier fails to provide the services in time than Commission will arrange the same from the local market at the risk and cost of the supplier firm. In addition to above, Rs.20,000/-per day will be charged as penalty till the completion of work. In addition, the expenditure, if any, incurred over and above the approved rates on account of hiring of another firm shall also be recovered from the approved contractor. Non-execution of order shall be viewed as a breach of contract and performance guarantee shall be forfeited in addition to the above.
5. In case of breach of any of the terms and conditions, the Government shall be at liberty to terminate this Agreement after giving 15 days notice in writing of the intention for doing so, without prejudice to the right of the Government to damage Agency on account of such breach.

6. If the Agency fails, at any time to render services or does not make supplies to the satisfaction of the Government or if the Agreement is rescinded or terminated due to the Agency's fault, the Government may enter into a new Agreement with another party for the unexpired term of this Agreement and the Agency shall be liable to pay to the Government for the losses sustained in doing so, that is to say—
 - (i) the extra expenses incurred by the Government as a result of entering into a new Agreement; and/or
 - (ii) the cost incidental to affecting a new contract.
7. The Agency shall not assign the present contract to a third party or person or in any manner allow any other person or persons to manage the supply of the said services, without the prior written permission of the Government.
8. That M/s _____ shall submit Performance Guarantee for an amount of Rs. _____ in the shape of FDR/Bank Guarantee/ Demand Draft which shall be valid for a period of 60 days beyond the completion of all contractual obligations.
9. On receipt of Performance Guarantee the Earnest Money Deposit shall be refunded with the prior approval of competent authority.
10. The Agency shall refund on demand or otherwise, the amounts paid to it on account of over-charging in their bills for the supplies made under this Agreement failing which the Government may recover the same as arrears of land revenue.
11. The Government shall pay or cause to be paid for such articles as shall be supplied by the Agency and accepted by the Government under or by virtue of this Agreement, at the rates specified in the said Schedule hereto annexed as BOQ.
12. The Agency hereby agrees to supply to the Government any number of services as per requirement from time to time within the Agreement period at the approved rates.
13. The Government shall not be bound to take all or any of the services enumerated in the said Schedule, in full or in part, if not so required.
14. The articles ordered for would be subject to inspection by the authorized representatives of the Government at any place decided by the Government and are liable to be rejected if the articles supplied differ from the specification/drawings supplied already.
15. The Agency shall be bound to render full services and the supply orders from time to time.
16. The agency well in advance will be deemed to have satisfied itself of all the matters affecting the delivery of the supplies. No extra charges incurred as a consequence of wrong delivery, misconstruction of the terms of Agreement or otherwise shall be allowed.
17. The services shall have to be supplied by time and at the place indicated in the supply/allocation orders to be issued from time to time.
18. Payment will be made through cheque after deduction of TDS etc in favour of the Agency on the submission of the bills and satisfactory services of the Agency.

19. It is hereby further agreed between the parties that the stamp duty payable under the rules in respect of this Agreement shall be borne by the Agency.
20. In the case of dispute or difference arising between the State Election Commission, Delhi and the supplier relating to any matter connected with this contract, the same shall be settled through amicable negotiations between a maximum of two (2) officers nominated by the **competent authority of** State Election Commission, Delhi and Two (2) employees nominated by the supplier, failing which, the dispute shall be submitted to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, and the Arbitrator's decision shall be final & binding. The language of arbitration shall be English. The venue of the conciliation and/or arbitration proceedings shall be in NCT of Delhi.

In witness whereof, the parties hereto have signed this Agreement on the day and year first above written.

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Deputy Secretary
For and on behalf of President of India.
(GOVERNMENT/COMMISSION)

For and on behalf of M/s
(AGENCY) Name and Rubberseal

Witnesses:

1. _____

2. _____

Witnesses

1. _____

2. _____

