

**E-TENDER FOR RATE CONTRACT FOR SUPPLY OF POLLING KIT MATERIALS ETC.  
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 SUPPLY OF POLLING KIT MATERIALS ETC. 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. 2,10,000/- (Two Lakh ten thousand only) (3% of estimated cost of Rs. 70 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	<b>Not Allowed</b>
11	Bid start Date & Time	02-02-2022 at 11:00 AM
12	Pre-bid meeting	11-02-2022 at 12:30 PM
13	Last date of receiving queries	09-02-2022 by 12:30 PM
14	Bid end Date & Time	23-02-2022 at 03:00 PM
15	Opening of Technical Bid	23-02-2022 at 04:30 PM
16	Opening of Financial Bid	To be communicated later

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<b>1.</b>		<b>PREAMBLE</b>	
<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 Firms/Companies for supply of polling kit materials etc. for the upcoming general Elections to the three Municipal Corporations of Delhi.</p> <p>In view of above, Secretary, State Election Commission, NCT Of Delhi &amp; U.T. Chandigarh Nigam Bhawan, Kashmere Gate, Delhi-110006 invites online bid from eligible bidders for rate contract for supply of polling kit materials etc. for the upcoming general elections to the three Municipal Corporations of Delhi (likely to be held in the month of April, 2022) for 01 years from the date of execution of Agreement and this may be extended for further period of 01 year on same terms &amp; conditions and rates subject to satisfactory performance by the successful bidder.</p>			
<b>2.</b>		<b>SCOPE OF WORK</b>	
<p>The scope of work in each case shall be as per the details of work order provided to successful vendor by the Authorized Person.</p>			
<b>3</b>		<b>PRE-QUALIFICATION CRITERIA</b>	
<b>#</b>	<b>Condition</b>	<b>Documentary Evidence</b>	
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 <b>Rs. 21 Lakh</b> from supply of polling kit materials etc.	Copy of the audited Balance Sheet and Profit & Loss Statement of the company and	

	and similar related items over the last 3 financial years (FY 2018-19, 2019-20,2020-21)	Certificate from the Chartered Accountant clearly stating the turnover
3	The Bidder should have positive net worth in last three financial years (FY 2018-19, 2019-20 &2020-21).	Certificate from the Chartered Accountant clearly stating the net worth.
4	<p>The Bidder should have</p> <p>(1) Completed one work with minimum order value of <b>Rs.56 Lakh.</b></p> <p>OR</p> <p>(2) Completed two works each with minimum order value of <b>Rs. 35 Lakh</b></p> <p>OR</p> <p>3) Completed three workseach with minimum order value of <b>Rs. 28 Lakh</b></p> <p>The works must be of Central Govt. / State Govt. /PSU / Autonomous Bodies and be related to supply of polling kit materials etc. and similar related items during last 7 financial years.</p>	Copy of Work Order/Work Completion Certificate along with value signed by a Competent Authority.
5	The Bidder should have valid Income Tax returns for the last three assessment years (FY 2018-19, 2019-20,2020-21) and the Bidder (not individual) should have a PAN Card and GST Registration.	<p>Provide documentary proof of Income Tax returns for the last three assessment years.</p> <p>Provide copy of PAN card &amp; Copy of GST registration number</p>
6	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.	Declaration by the Bidder as per format given in the bid document.

7. No consortium/sub-contracting shall be allowed for bidding.	
4.	<b>LANGUAGE OF THE TENDER</b>
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. <b>Tender received without such translation copy will be rejected.</b>	
5.	<b>AVAILABILITY OF TENDER DOCUMENT</b>
The tender documents can be downloaded from <a href="http://govtprocurement.delhi.gov.in">http://govtprocurement.delhi.gov.in</a> free of cost.	
6.	<b>PRE-BID MEETING</b>
There will be a pre-bid meeting on <b>11-02-2022 at 12:30 PM</b> 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 tender. The bidders may send their queries in writing if any so as to reach the Commission within specified time.	
7.	<b>CLARIFICATION ON THE TENDER DOCUMENT</b>
Any discrepancies, 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 <a href="mailto:delhielectiontender@gmail.com">delhielectiontender@gmail.com</a> as per Annexure-VII within specified time and corrigendum, if any, shall be uploaded on portal accordingly.	
8.	<b>AMENDMENT OF TENDER DOCUMENT</b>
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.	
9.	<b>AUTHORISATION OF THE BIDDER</b>
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.	

<b>10.</b>	<b>SUBMISSION OF TENDER IN TWO COVER SYSTEM</b>
<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 <b>Annexure-X</b>.</p> <p>(d) A tender once submitted shall not be permitted to be altered or amended.</p>	
<b>11.</b>	<b>EARNEST MONEY DEPOSIT</b>
<p>I. The tender shall furnish, as part of its Bid, an EMD to the tune of Rs. 2,10,000/- (Two Lakh ten thousand only ) in form of 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 &amp; 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 &amp; 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.</p> <p>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.</p> <p>III. Any Bid not secured in accordance with above shall be treated as non-responsive and shall be rejected.</p> <p>IV. Unsuccessful Bidder's EMD will be returned within 30 days after conclusion or</p>	

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.

<b>12.</b>	<b>VALIDITY</b>
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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.

<b>13.</b>	<b>OPENING AND EVALUATION OF THE TENDER</b>
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(a) The tenders received up to **3.00 PM on 23-02-2022** will be taken up for opening. Tenders received after specified date and time will not be accepted. The Tender will be opened at **04.30 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.

(b) If the date fixed for opening of the tender happens to be a Government holiday, the tenders will be opened at **4.30 PM** on the next working day.

(c) 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.

(d) The bidders fulfilling the PQ criteria will be informed accordingly and the price bid will be opened thereafter in their presence.

(e) 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.

<b>14.</b>	<b>PRICE OFFER</b>
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(a) The Price bid should be quoted separately.

(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.

- (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.
- (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.
- (e) The price should be neatly and legibly written both in figures and words.
- (f) In case of discrepancy between the prices quoted in words and figures, lower of the two shall be considered.
- (g) Price bid should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will not be accepted.
- (h) Financial bid of the Bidder for the items, whose sample has been rejected, shall not be considered.

**15.**

**EVALUATION OF THE PRICE**

- (a) The evaluation shall exclude applicable taxes.
- (b) The bidder who has quoted the lowest rate of particular item(s) excluding applicable taxes will be adjudged successful and his rate for that item(s) shall be treated as the L1 rate w.r.t that item(s). L1 bidder shall be decided item(s) wise.

**16.**

**AWARD OF CONTRACT**

The contract for supply of item(s) will be given to the L1 bidder for that item(s).

**17**

**PERFORMANCE SECURITY DEPOSIT**

- (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.

(b) Security Deposit amount remitted will not earn any interest.

(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.

(d) In case of any default on the part of successful bidder/ non satisfactory performance, performance security shall be liable to be forfeited.

**18.**

**AGREEMENT**

The successful bidder 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.

**19.**

**PAYMENT TERMS**

- (a) No advance payment shall be made to the successful bidder for any work.
- (b) 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.
- (c) Incaseanyitemisrejected,thesameshall be removed/called back fromimmediatelybythevendor atthisowncost. No payment for such items shall be made under any circumstances.
- (d) Incaseatanystage,ifitisfoundthatextrapaymenthasbeenmadeonanybillinthe past,then thesameshallberecoveredfromthecurrent bills.
- (e) While making payment, Incometax/GSTshall bededucted at source from the bills as per the rules of the Income Tax Actand GST Act. Incase any short deduction of TDS is noticed at any time; the same will be deducted from thecurrentbills/paymentsdue.

<p>(f) The items required shall be supplied by the successful contractor at any other place as per the directions issued from time to time in a timely manner without any extra cost.</p> <p>(g) The Commission will not be responsible for any loss or damage of any item which are under process of supply, due to any reason whatsoever.</p>	
<b>20.</b>	<b>PENALTY</b>
<p>(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 supplies made 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).</p> <p>(b) In case at any stage, if it is found that the supplies made by the contractor(s) was not satisfactory, then penalty as decided by Contractee will be imposed subject to the maximum of twice the value of that particular Work Order and minimum of Rs.5,000/- per Work Order.</p> <p>(c) In case of non-compliance of any other conditions, a penalty of Rs. 1000/- per work order shall be imposed upon the successful contractor.</p> <p>(d) Decision of the Commission in (a) and (b) above shall be final and binding on the successful bidder.</p> <p>(e) 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.</p>	
<b>21.</b>	<b>TERMINATION OF CONTRACT</b>
<p>(a) Upon successful completion of the entire contract, Security Deposit will be released.</p> <p>(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.</p> <p>(c) The Commission reserves the right to terminate the contract at any time on</p>	

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 three months' notice in advance, failing which his Security Deposit will be forfeited.

**22.**

**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) Sample of all the items of the tender as in price bid are available for inspection by prospective bidders in Care Taking Branch of the Commission on all working day between 10.00AM to 5.00 PM.
  - (d) Prospective bidders must deposit their sample of items of, which they may supply if declared L1, 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. If they fail to do so, their financial offer to those items shall be treated as null and void.
  - (e) The Tender Committee, constituted by the Commission, shall evaluate the samples submitted by the Bidders vis a vis samples displayed by the Commission. The sample(s) matching the quality of the sample of the Commission shall be passed or otherwise rejected.
  - (f) Financial bid of the Bidder for the items for which sample has been rejected, shall not be considered.
- (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.
- (g) 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.
- (h) 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.
- (i) 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 him.
- (j) All the items to be supplied under the Contract should be of good quality and must fulfil all legal criterions as these will be needed for conducting Election.
- (k) Supplies may be required at short notice and therefore the successful bidder is supposed to have enough stock of items at its disposal at any point of time. Normally, the supply shall be required to be provided within 05 days from the receipt of the supply order or as desired in the supply order.
- (l) The successful contractor will be bound by time schedule for providing items. Therefore, the successful contractor must have adequate and effective supervisory mechanism for providing uninterrupted supplies.
- (m) The successful bidder shall depute at least 01 manager in the office of the State Election Commission for liaisoning so that the work/supply is done/made smoothly in a time bound manner.
- (n) 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.

<b>23.</b>	<b>CONFIDENTIALITY</b>
<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>	
<b>24.</b>	<b>FRAUD AND CORRUPT PRACTICE</b>
<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"> <li>• Forfeit and appropriate the Bid Security or Performance Security.</li> <li>• 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.</li> </ul> <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 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;</p> <p>d) “Fraudulent Practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;</p> <p>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.</p> <p>f) The Bidder is required to comply with terms of Integrity Pact as applicable.</p>	

- 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, Commissionat its option may terminate the contract.
- e) Provided also that if the contract is terminated under this clause, the Commissionshall 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 Commissionmay 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.

**26.**

**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.

**27.**

**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 SUPPLY OF POLLING KIT MATERIALS ETC. FOR 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 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**

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

**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.

<b>S.NO</b>	<b>Year</b>	<b>Turnover (Rs. in lakh)</b>
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 supply of polling kit materials etc. for the upcoming general Elections to the three Municipal Corporations of Delhi and 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**

<b>BIDDER'S REQUEST FOR CLARIFICATION</b>			
<b>Name and Address of the Organization submitting request</b>		<b>Name and Position of Person submitting request</b>	<b>Contact Details of the Organization/ Authorized Representative</b>
			Tel:
			Fax:
			Email:
<b>S.No.</b>	<b>References(s) (Section,Page)</b>	<b>Content of Tender requiring Clarification</b>	<b>Points of clarification Required</b>
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 SUPPLY OF POLLING KIT MATERIALS ETC. FOR 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 supply of polling kit materials etc. for the upcoming general Elections to the three Municipal Corporations of Delhi as 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

S.No.	Name of the item(s)	Particulars/Specifications of the item(s)	Estimated Quantity of supply (Approximately)	Per Unit Rate excluding GST (words/figure)	Total Cost excluding GST of Estimated Quantity (words/figure)	GST to be levied on total cost (words/figure)
1.	Correction fluid pen (each) 15 gms. Branded	As per sample(s) of the Commission	30			
2.	Ball Pen (each) fine carbure blue/black	As per sample(s) of the Commission	500			
3.	Pen (each)Gel pen good quality	As per sample(s) of the Commission	100			
4.	Pencil (each)HB Bonded, branded	As per sample(s) of the Commission	300			
5.	Dak Pad (each)Made of hardboard with high quality Rexene	As per sample(s) of the Commission	20			
6.	Stapler Big With a capacity of 50-100 pins	As per sample(s) of the Commission	20			
7.	Stapler pin Big (each pkt.) size 24/6 packet of 20 X 50	As per sample(s) of the Commission	100			

	staples					
8.	Stapler Small with a capacity of 50-100 pin	As per sample(s) of the Commission	125			
9.	Stapler pin small (each pkt) 20x50 staples	As per sample(s) of the Commission	50			
10.	Fevi stick (each)	As per sample(s) of the Commission	100			
11.	High lighter (5 in each Pkt)different t colors for marking on paper copy and fax reputed brand	As per sample(s) of the Commission	15			
12.	Permanent Marker (each)Good quality	As per sample(s) of the Commission	1500			
13.	White board marker (each)Good Quality	As per sample(s) of the Commission	20			
14.	Stamp pad (each) Self-inking purple color/Blue/ Black	As per sample(s) of the Commission	100			
15.	Gum Bottle (each)300 ml plastic bottle,	As per sample(s) of the Commission	10			

16.	Printed Plastic folder (each)  (Name office with lion Emblem)Side open, Both side transparent  Good Quality	As per sample(s) of the Commission	100			
17.	Plastic folder (each)Top open, Upper sheet made from good quality transparent sheet and the lower sheet Non-transparent good quality plastic.	As per sample(s) of the Commission	200			
18.	Blank CD (100 in each box)with cover reputed brand	As per sample(s) of the Commission	10			
19.	Blank DVD with cover, reputed brand	As per sample(s) of the Commission	100			
20.	Battery cell (each)Pencil cell 1.5 volt, good quality	As per sample(s) of the Commission	50			

21.	Colin (each)500 ml	As per sample(s) of the Commission	10			
22.	Liquid soap (each)Any branded quality	As per sample(s) of the Commission	25			
23.	Soap (each) Branded	As per sample(s) of the Commission	100			
24.	Door mat (each)3x2 made of coir	As per sample(s) of the Commission	20			
25.	Dust bin (each)With out lid, medium size, made from fresh plastic of reputed brand	As per sample(s) of the Commission	50			
26.	Pins (25 each in plastic box) each box	As per sample(s) of the Commission	22000			
27.	Sealing Wax (05 strips in each pkt.) 200gm Weight (each pkt)	As per sample(s) of the Commission	22000			
28.	Voting Compartments (Paper board)  Minimum thirty Inch height*	As per sample(s) of the Commission	22000			

29.	Voting Compartments (Plastic)  Minimum 21"x21" height*	As per sample(s) of the Commission	22000			
30.	Gum Paste Tube 15 ml (each)	As per sample(s) of the Commission	22000			
31.	Match Box (each)	As per sample(s) of the Commission	22000			
32.	Blade (each)	As per sample(s) of the Commission	22000			
33.	Candle (4 in each pkt, 200gm weight with stand) (each Pkt)	As per sample(s) of the Commission	22000			
34.	Cello Tape ½' (30 Yards Length) each	As per sample(s) of the Commission	22000			
35.	Tags (25 in each bunch) each Bunch	As per sample(s) of the Commission	35000			
36.	Metal Scale 1 Ft. each	As per sample(s) of the Commission	22000			
37.	Pencil Carbon Paper (each Pkt.)	As per sample(s) of the Commission	2500			

38.	Duster white (per dozen) 18 x 18	As per sample(s) of the Commission	8500			
39.	Packing paper (36 x 46) 100 gsm*	As per sample(s) of the Commission	50000			
40.	Empty Cup (Plastic) (each)*	As per sample(s) of the Commission	22000			
41.	Drawing Pin (20 in each pkt)	As per sample(s) of the Commission	22000			
42.	Rubber Band (20 in each pkt)	As per sample(s) of the Commission	22000			
43.	Arrow Cross Mark *	As per sample(s) of the Commission	30000			
44.	Metal Seal for Presiding Officer *	As per sample(s) of the Commission	22000			
45.	Plastic box size 6"X9" each	As per sample(s) of the Commission	22000			
46.	Thin Twin Tag (10 mtr length in each bunch) *	As per sample(s) of the Commission	22000			
47.	Metal Seal for R.O. having S.No.*	As per sample(s) of the Commission	72			



48.	Special Tag for EVM Sample provided by SEC	As per sample(s) of the Commission	120000			
49.	Cloth Bag (each) *	As per sample(s) of the Commission	22000			
50.	Thin Twin Tag (300 mtr length in each reel) *	As per sample(s) of the Commission	1000			
51.	Distinguish Rubber Stamp (each *	As per sample(s) of the Commission	22000			
52.	Rubber Band * 2 inchs, in 500 gm pack (each)	As per sample(s) of the Commission	30			
53.	Rubber Band * 4 inchs) in 500 gm pack (each)	As per sample(s) of the Commission	30			
54.	File cover for working copy of Electoral Rolls *	As per sample(s) of the Commission	80000			
55.	File cover for State Election Commission Delhi & Chandigarh	As per sample(s) of the Commission	500			
56.	Ball Pen	As per	100000			

	(ordinary) blue/red each*	sample(s) of the Commission				
57.	Stamp pad Blue *	As per sample(s) of the Commission	22000			
58.	Paper Cutter ½ Inch	As per sample(s) of the Commission	1200			
59.	Pencil Sharpener	As per sample(s) of the Commission	22000			
60.	Eraser	As per sample(s) of the Commission	22000			
61.	1- Card/Badge for counting Supervisor * with card holder & lanyard	As per sample(s) of the Commission	3000			
62.	1- Card/Badge for counting Asstt * with card holder & lanyard	As per sample(s) of the Commission	6000			
63.	1- Card/Badge for Counting Agent * with card holder & lanyard	As per sample(s) of the Commission	15000			
64.	1- Card/Badge for Carrier * with card holder &	As per sample(s) of the Commission	3000			

	lanyard					
65.	I-Card/Badge for staff on Election Duty * with card holder & lanyard	As per sample(s) of the Commission	10000			
66.	I-Card/ Passes for Press Photographers/News Reporters*	As per sample(s) of the Commission	1500			
67.	I Card for Polling Parties, Presiding Officer, Polling Officer, Carrier etc with card holder & lanyard*	As per sample(s) of the Commission	122000			
68.	Plastic badge For State Election Commissioner*	As per sample(s) of the Commission	2			
69.	Plastic badge for Secretary State Election Commission *	As per sample(s) of the Commission	2			
70.	Plastic badge for Deputy Secretary State Election Commission	As per sample(s) of the Commission	2			

	n *					
71.	Plastic badge for Consultant State Election Commission *	As per sample(s) of the Commission	2			
72.	Plastic badge for Officer on Special Duty State Election Commission *	As per sample(s) of the Commission	10			
73.	Plastic badge for General Observer *	As per sample(s) of the Commission	100			
74.	Plastic badge for Expenditure Observer *	As per sample(s) of the Commission	100			
75.	Plastic badge for Returning Officer *	As per sample(s) of the Commission	100			
76.	Plastic badge for Asstt. Returning Officer *	As per sample(s) of the Commission	400			
77.	Plastic badge for Sector Officer *	As per sample(s) of the Commission	2500			
78.	6(a) For Statutory Covers (SE8A) (16 "length x 12' ) with cloth line(16"	As per sample(s) of the Commission	22000			

	length x 12" b)					
79.	6(b) For Market copy of Election rolls (SE7A) (16"length x 6') with cloth line(16" length x 6" b)	As per sample(s) of the Commission	22000			
80.	6(c) For other copy of Election rolls (SE7A) with cloth line(16" length x 6" b)	As per sample(s) of the Commission	22000			
81.	6(d) For Unused Ballot Papers (SE7A) with cloth line(16" length x 6" b)	As per sample(s) of the Commission	22000			
82.	6(e) For Tendered Ballot Papers and tendered vote lists (SE6)(11" length x 5" b)	As per sample(s) of the Commission	22000			
83.	6(f) For declaration by the presiding officer before commencement of poll and at the end of poll (SE6)(11" length x 5"	As per sample(s) of the Commission	22000			

	b)					
84.	6(g) For account of votes recorded 11-C (SE5)(9" length x 4"b)	As per sample(s) of the Commission	44000			
85.	6(h) For list of challenge votes (SE5)(9" length x 4"b)	As per sample(s) of the Commission	22000			
86.	6(i) For Unused and spoilt paper seals (SE5)(9" length x 4"b)	As per sample(s) of the Commission	22000			
87.	6(j) For appointment letters of polling Agents (SE5)(9" length x 4"b)	As per sample(s) of the Commission	22000			
88.	6(k) For Presiding Officer Dairy Report (SE5)(9" length x 4"b)	As per sample(s) of the Commission	22000			
89.	6(l) For record of paper seal used (SE5)(9" length x 4"b)	As per sample(s) of the Commission	22000			
90.	6(m) For list of blind and infirm voters	As per sample(s) of the	22000			

	(SE5)(9" length x 4"b)	Commission				
91.	6(n) For Election duty certificate (SE5)(9" length x 4"b)	As per sample(s) of the Commission	22000			
92.	6(o) For Receipt book and cash forfeited (SE5)(9" length x 4"b)	As per sample(s) of the Commission	22000			
93.	6(p) For declaration of companion (SE5)(9" length x 4"b)	As per sample(s) of the Commission	22000			
94.	6(q) For smaller envelopes (others) (SE6)(11" length x 5"b)	As per sample(s) of the Commission	22000			
95.	6(r) For smaller envelopes (SE7)(16" length x 6" b)	As per sample(s) of the Commission	22000			
96.	6(s) For register of voters (inform 11A) (SE8A) (16" length x 12" b)	As per sample(s) of the Commission	22000			
97.	Envelop for paper seals (SE-6)(11" length x 5"b)	As per sample(s) of the Commission	22000			

98.	14(B) For postal Ballot paper (SE-6) (11" length x 5"b)	As per sample(s) of the Commission	100000			
99.	14 (C) Large cover for postal ballot paper (SE-7) (16" length x 6"b)	As per sample(s) of the Commission	100000			
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.					
Note:3	It is compulsory to quote the rates of all the items in the price Bid. If a bidder quotes NIL/Zero charges or does not quote all the items of the tender the bid shall be treated as unresponsive and will not be considered.					
Note:4	The Bidder offering the lowest rate for a particular item(s) shall be treated as successful bidder for that item(s) and his rate as L1 rate for that item(s). L1 bidder shall be decided item(s) wise. Financial bid of the Bidder for the items, for which sample has been rejected, shall not be considered.					
Note:5	In case of requirement of more item(s) than estimated quantity, rate per unit or rate arrived after dividing the total cost excluding GST with estimated quantity of particular item(s), whichever is lower, shall be considered.					



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

<b>S.No</b>	<b>Checklist</b>	<b>Enclosed (Yes/No)</b>	<b>Reference In the Bid (Page no.)</b>
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 of Annexure-X		

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