

**NOTICE INVITING TENDER**

TENDER No.: P-113516/2018/O/oDir(IT)

DATED: 23/01/2018

**TENDER FOR  
SUPPLY OF PVC CARDS  
AND OTHER ACCESSORIES**

**ESTIMATED COST:**

**13,18,250/- (THIRTEEN LAKH EIGHTEEN THOUSAND TWO HUNDRED FIFTY ONLY)**



**NEW DELHI MUNICIPAL COUNCIL (NDMC)**

**ISSUED BY:**

**THE DIRECTOR (IT)  
INFORMATION TECHNOLOGY DEPARTMENT  
NDMC PALIKA KENDRA, NEW DELHI  
Phone: 41501383 (D), 41501353-60 Extn. 2701**

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## DISCLAIMER

1. Though adequate care has been taken while preparing the Tender Document, the Bidders shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within seven days from the date of notification of Tender Document/ Issue of the Tender Document, it shall be considered that the Tender Document is complete in all respects.
2. The information contained in this tender whether subsequently provided to the bidders, ("**Bidder/s**") verbally or in documentary form by New Delhi Municipal Council (henceforth referred to as "**NDMC**" in this document) is provided to Bidders on the terms and conditions set out in this Tender document and any other terms and conditions subject to which such information is provided.
3. New Delhi Municipal Council (NDMC) reserves the right to modify, amend or supplement this Tender Document.
4. While this TENDER Document has been prepared in good faith, neither NDMC nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender Document, even if any loss or damage is caused by any act or omission on their part.
5. The issue of this tender document does not imply that NDMC is bound to select a Bidder or to appoint the selected bidder (as defined hereinafter) and NDMC reserves the right to reject all or any of the bidders or Bids without assigning any reason whatsoever.
6. The bidder shall bear all its costs associated with or relating to the preparation and submission of its price bid including but not limited to preparation, copying, postage, uploading delivery fees, expenses associated with any demonstrations or presentations which may be required by NDMC or any other costs incurred in connection with or relating to its price bid. All such costs and expenses will remain with the bidder and NDMC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Selection process.
7. The NDMC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.
8. The NDMC and its employees/ advisors make no representation or warranty and shall

have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the tender and any assessment, assumption, statement or information contained therein or deemed to form part of this tender or arising in any way in this selection process.

9. The NDMC also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Tender.
10. The NDMC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender.

Place: New Delhi

Date:

**NOTICE INVITING TENDER**

- 1.1 The Director (IT), New Delhi Municipal Council (NDMC), Palika Kendra, New Delhi, invites on behalf of NDMC, **Online Tenders**, from eligible, reputed firms for “**Supply of PVC Cards and other accessories**”.
- 1.2 The details of the work are given under the scope of work (Annexure ‘I’) in the tender document.
- 1.3 The bidder may submit the duly filled up tender documents online **on or before prescribed date and time mentioned in the Tender Schedule** and the same may be opened at as per the scheduled time on the same day in presence of the representatives of the bidding firms who may desire to attend the proceedings in the **Office of Director (IT) at 7<sup>th</sup> Floor, IT Department, NDMC, Palika Kendra, Parliament Street, New Delhi-110001.**
- 1.4 **DUE DILIGENCE BY BIDDERS**  
Submission of bid shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. The response to this tender should be full and complete in all respects. Failure to furnish all information required by the tender documents not substantially responsive to the tender documents in every respect will be at the bidder's risk and may result in rejection of the bidder's Tender.
- 1.5 **DOWNLOADING TENDER DOCUMENTS**  
Tender document can be downloaded free of cost from the website of **www.ndmc.gov.in** and **https://govtprocurement.delhi.gov.in** up to the scheduled date and time.
- 1.6 **EARNEST MONEY DEPOSIT (EMD)**  
1.6.1 An EMD of **Rs. 26,365/- (Rs. Twenty Six Thousand Three Hundred Sixty Five Only)** to be deposited in the form of Demand Draft/Pay order/Bankers Cheque/FDR/TDR in favor of “**Secretary NDMC**” Payable at New Delhi, of any scheduled bank copy of which to be scanned and to be uploaded with other technical documents as mentioned in the tender to the e-tender website within the period of tender submission. Failing to deposit EMD on or before the last date of submission of bids (Tender Due Date) shall lead to non -consideration of bid and its automatic rejection.
- 1.6.2 **It is also mandatory to deposit the physical copy of the EMD in a sepreate envolpe superscripted as “earnest money” with name of work / supply and due date of opening date of bid also mentioned thereon, to be submitted in the NDMC as per the address given below:**

**Office of the Director IT, NDMC**  
**Room No. 1501, 15<sup>th</sup> Floor, New Delhi Municipal Council**  
**Palika Kendra, New Delhi - 110001**  
**Phone: 011-41501383, Email: director.it@ndmc.gov.in**

- 1.6.3 The EMD is refundable not later than 60 (sixty) days from the Tender Due Date (last date of bid submission), except in the case of the Selected Bidder whose EMD shall be retained till it has provided a Performance Security/ Guarantee. Where a demand draft is provided, its validity shall not be less than 90 (Ninety) days from the Tender Due Date (last date of Bid Submission), for the purposes of encashment by the Authority. The Bid shall be summarily rejected if it is not accompanied by the EMD. If the bidder fails to comply with the said stipulation, the EMD amount shall be forfeited at NDMC's sole discretion, automatically without any notice to the contractor/supplier.
- 1.6.4 The EMD of the unsuccessful bidders shall be returned to them after issue of Letter of Award (LoA) to the successful bidder. NDMC, will not be responsible for any interest loss or depreciation that may happen thereto while in its possession nor be liable to pay any interest thereon.
- 1.6.5 The EMD will be forfeited at the discretion of NDMC on account of one or more of the following reasons:
- The Bidder withdraws its Proposal/bid during the period of proposal validity.
  - Bidder does not respond to requests for clarification of its proposal.
  - In case of a successful Bidder, the said Bidder fails-to sign the Agreement in time.
  - In case it is found that the bidder/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money /PBG of the bidder/s will be forfeited.

**1.6.6 TENDER SCHEDULE:**

<b>S. No.</b>	<b>Information related to Tender Process</b>	<b>Dates and other Details</b>
1	Publication of Tender/Bid document.	23/01/2018
2	Tender Document Fee	NIL
3	Earnest Money Deposit (EMD)	<b>Rs. 26,365/- (Twenty Six Thousand Three Hundred Sixty Five Only)</b>
4	<b>Tender Due Date/Last Date of Tender Bid Submission.</b>	<b>30/01/2018 till 03:00 P.M.</b>

S. No.	Information related to Tender Process	Dates and other Details
5	Tender/Bid validity period	90 days from tender due date/last date of bid submission.
6	Contact person and email id	<b>Shri Narendra Gautam</b> Director IT, NDMC director.it@ndmc.gov.in
7	Opening of Technical Bid-date, time and venue	<b>30/01/2018 at 03:30 P.M.</b> <b>Office of the Director (IT), NDMC,</b> 15 <sup>th</sup> Floor, New Delhi Municipal Council Palika Kendra, New Delhi - 110001.
8	Opening of Financial Bid.	After evaluation of responsiveness of bids. Date shall be intimated accordingly.
9	Letter of Award (LoA)/Work Order	After finalizing the bid process and deposition of 05% PG of tendered amount. Date shall be intimated accordingly
10	Signing of Agreement	Within 15 (Fifteen) days of issue of Letter of Award (LoA)

- 1.7 NDMC shall not be responsible for delay in online submission of tender due to any reason. For this, bidders are to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 1.8 The procuring entity (NDMC) reserves the complete right to cancel the bid process and reject any or all of the Bids
- 1.9 No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.

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**BID CONDITIONS AND GENERAL GUIDELINES/INSTRUCTIONS FOR SUBMITTING THE BID**

1. The Tender is for **Supply of PVC Cards** for the purpose of printing of NDMC employees Photo Identity Cards/Health Cards.
2. Bidders should read carefully the contents of this document and to provide the required information. Each page of the Tender Document (including General Conditions of Contract), Addendum (if any), Reply to Query (if any) and other submissions, along with submission of the tender, should be numbered, Signed and Stamped, as a token of acceptance of terms and conditions of the tender. Signature is required to be done by the bidder himself / authorized signatory of the bidder for which an authorised letter on company letter head shall be enclosed.
3. Signature is required to be done by the bidder himself/authorized signatory of the bidder for which an authorised letter on company letter head shall be enclosed at Annexure-VIII. All Tender and supporting documents to be serially numbered and uploaded online.
4. The bidder is responsible for registration of the e-procurement portal ([www.govtprocurement.delhi.gov.in](http://www.govtprocurement.delhi.gov.in)) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline as provided on the website.
5. The mode of tender is online and shall be single stage system. The bidders who fulfil pre-qualification / eligibility criteria and whose bid response (technical document) found responsive will be considered for opening of their financial bids. The bidder has to technically qualify in terms of the basic minimum eligibility criteria for which the documents asked are required to be uploaded and to be produced if demanded. The lowest price bid shall be declared as L1/ lowest bid for consideration of award of work / purchase order.
6. The bidder shall submit the proposals online as described below:
  - A. Pre- qualification and Technical Bid/Proposal- Scanned copy in PDF file format, signed on each page &, with file name clearly mentioning: Technical bid documents for supply of PVC cards and other accessories. No financial bid to be uploaded with these documents.
  - B. Financial Proposal / price bid submit online only in the format given at Annexure - II.
7. The bidder is allowed to submit only one proposal against this Tender. The bidder has to submit the complete proposal not in part or for particular quantum of work, such proposal will automatically be disqualified without any intimation to bidder. Documents in support of eligibility must be enclosed with the tender. Offers without satisfying eligibility conditions will be out rightly rejected and no correspondence in this regard will be entertained. Submission of more than one tender shall lead to disqualification.



8. Bidders should provide all the required Techno-Commercial & associated information and attach supporting documents as mentioned in the tender document duly signed by the bidder / authorized signatory of the bidder and attested by the certified auditors wherever asked.
9. For any queries from the bidder, the same may be clarified in through E-mail as mentioned in NIT.
10. Bidders may clearly note the date and time of submission of Tender. Late or delayed Tender will not be accepted. Bidders are reminded that no supplementary material will be entertained by NDMC and Techno-Commercial Evaluation/responsiveness of bids will be carried out only on the basis of submissions received by NDMC as per the date / time of the tender submission schedule. However, NDMC may ask for any supplementary information, if required.
11. Techno-Commercial Evaluation will help to assess whether the bidder possesses the earmarked Techno-Commercial / Financial capabilities. Bidders will not be considered for further tender process, if they have a poor performance record such as abandoning works, not following statutory requirements, financial failure etc. NDMC reserves the right to approach previous clients of the Bidders to verify / ascertain Bidder's performance.
12. Bidders should note that NDMC will not discuss any aspect of the evaluation process. Bidders will deem to have understood and agreed that no explanation or justification of any aspect of the election process will be given by NDMC and that NDMC's decisions are without any right of appeal / litigation whatsoever. Applicants may note that the selection process will entirely be at the discretion of NDMC.
13. Bidders will not be considered in the tender process, if they make any false or misleading representations in statements / attachments. If any submission is found false or misleading, even at later stage i.e. after completion of the tender process then also NDMC may annul the award, forfeit EMD (if any held with NDMC) and Performance Security (if any available). Further, the bidder may be blacklisted for participation in any future tender(s) of NDMC.
14. Bidders are requested to visit regularly NDMC website **[www.ndmc.gov.in](http://www.ndmc.gov.in)** for any kind of latest Information, Addendum, etc. regarding the tender.
15. In the event of the contractor backing out/violation of the contract in the midway without any explicit consent of NDMC, the contractor will be liable for the recovery of higher rates vis-a-vis contracted rates, which may have to be incurred by NDMC on procurement of said item by alternative means.
16. It shall be the responsibility of the tenderer to ensure that his tender bid is submitted online on or before the last date and scheduled time of the bid submission. Any tender brought by any person / courier or any tender received through post will not be considered.
17. If due to any exigency, the due date for opening of tender is declared closed holiday, in such case the tenders will be opened on next working day at the same time or any other day/time as intimated by the NDMC.

**18. Tender / Bid Validity**

The tender shall remain valid and open for acceptance for a period of **90 (Ninety) days** from the date of financial bid opening. In exceptional circumstances, prior to the expiry of the tender validity period, NDMC may request the bidders for a specified extension in the period of tender validity. The request and the response thereto shall be made in writing. Bidders have the option to accept or reject the request without forfeiting their EMD. Bidders agreeing to the request for extension of tender validity period shall not be permitted to modify their tender but will be required to extend the validity of the period of the EMD correspondingly as per the prevailing rates and conditions of the purchase order.

**19. Bid/Tender Responsiveness**

The determination of a Tender's responsiveness will be based on the contents of the tender itself without recourse to extrinsic evidences. A Bid shall be considered responsive only if:

- a. It is received by the Bid Due Date including any extension thereof,
- b. It is accompanied by the Annual turnover & work Experience/execution certificate/copy of orders specified in tender document and other requisite document such as incorporation certificate, pan card, GST registration certificate etc.
- c. It contains all the information, Annexure and documents (complete in all respects) as requested in this Tender document and/or Bidding Documents (in the formats same as those specified);
- d. It is accompanied by requisite EMD amount as specified in the tender document.
- e. It should not be a conditional Bid & qualifying criteria documents.

**Non responsive bids:-**

NDMC may reject the tender that is considered to be substantially non responsive to the requirements, such indicative list is as follows and the same is not an exhaustive list:

- (i) Incorrect or shortage or fraudulent EMD/tender security.
- (ii) Fraudulent qualification relating to proposal.
- (iii) Fraudulent or incomplete credentials.
- (iv) Incomplete technical proposal.
- (v) Major inadequacy in technical offer.
- (vi) Non submission of samples and documents as stipulated in qualifying criteria.

Such bids which clear the "Test of responsiveness" at Para mentioned above, will be called "responsive bids" and only "responsive bids" shall be considered for evaluation and opening of financial bids. Evaluation of Bids shall be done by NDMC through a committee comprising of members as per the eligibility criteria stipulated in para -26 of this chapter of the tender document. No Bidder shall have the right to challenge the decision of the Committee.

20. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain from contacting by any means, NDMC and/ or their employees/ representatives on matters related to the Bids under consideration. However, when NDMC calls for any information / clarification, it should be supplied by the Bidder within the time stipulated.

21. To facilitate evaluation of Bids, NDMC may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid. The NDMC will examine the Tenders for their completeness in every aspect as mentioned in the tender document.

22. The prices should be quoted in Indian Rupees with delivery of item at NDMC failing which the bid would be rejected. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
23. If any variation arises between the Unit Rate and the corresponding quoted Total Cost, then the Unit Rate will prevail for calculation of the Total Cost. In case of any discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. Price should be quoted as per price schedule attached at **Annexure-II**
24. NDMC reserves the right to accept or reject any tender without assigning any reason thereof at any stage. It is open to NDMC to alter the conditions of the tender schedule in appropriate cases in the interest of NDMC. No representations will be entertained in the matter of selection of the L-1bidder.
25. Tenders with revised / modified rates / offer after submission / opening of the tender will be summarily rejected. In such a case, NDMC may forfeit the Earnest Money Deposit submitted with the tender.

26. **ELIGIBILITY CONDITIONS FOR FIRMS**

- 25.1 Tenders of only those bidders who satisfy the conditions of eligibility, stated herein, will be considered for evaluation by NDMC.  
The following eligibility criteria must strictly be fulfilled by the Bidder. The bidder must submit documentary evidences in support of their claim for fulfilling the criteria. The bids received without the documentary evidences shall be rejected summarily. The condition from 1 to 5 mentioned below are mandatory to qualify technical bid, noncompliance of any condition shall lead to disqualification in Technical Bid:

Sl. No.	General Requirements	Specific Eligibility	Documents to be submitted (Uploaded with the Technical Bid)
1.	Registration of firm/company	<p>I. The bidder shall be a company/firm incorporated in India under the (Indian) Companies Act 1956/2013 or a company incorporated under equivalent law aboard.</p> <p>II. Bidder should be in operations in India for a minimum of 02 (Two) years at least (Period counted from the last date of submission of</p>	Supporting documents required with respect to incorporation of the firm and office address

		bid). The bidder must have at least one office in India which has been operational for the last one or more year.	
2.		Bidder should have at-least three (03) years' experience in design / manufacture /supply of PVC cards to private/Govt. firms and supply of 200 cartridges ribbons kit (Both side Front/Back print), compatible with iDP Smart-50 Printer.	Purchase Order & satisfactory performance certificate as per Annexure -III from previous customers.
3.	<b>Financial turn over</b>	<b>Average annual financial turnover</b> during last 2 financial years should be 50% of estimated cost having occurred no loss during last two years.	Certified audited Balance Sheet for the years:- 2016 - 2017 2015 - 2016 The Bidder shall upload with its bid, certificate (s) from its statutory auditors stating its total revenues in the event that the bidder does not have a statutory auditor, it shall provide the requisite certificate (s) from the firm of chartered accountants that ordinarily audits the annual accounts of the bidder.
3.	<b>Work experience in Supply of PVC Cards</b>	<b>Work Experience:-</b> During last 02 (Two) years ending last day of month previous to the one in which applications are invited, the bidder should have any one of the following experiences of executing similar work relating to supply of PVC cards in Govt. / PSU / Private agencies:- a. The bidders should have successfully completed <b>three similar works</b> costing not less than the amount equal to 40% of estimated cost <b>OR</b> b. <b>Two similar completed works</b> costing not less than the	Purchase Order & satisfactory performance certificate  The details to be mentioned in certificate are. 1. Name of the organisation to whom supplied, Contact name & mobile No., Scope undertaken, Total Qty. supplied, ISO standards for the cards etc. 2. Also give details of the work undertaken as per

		amount equal to 60% of estimated cost <b>OR</b> c. <b>One similar completed works</b> costing not less than the amount equal to 80% of estimated cost,	Annexure - III of the tender document.
4.	<b>Tax Registration</b>	The Bidder should have a registration number of :- a. GST (if applicable) where his business is located. b. Income Tax PAN	Copies of relevant(s) Certificates of Registration.
5.	<b>Track Record</b>	Bidder should not be black listed by any Central / State Governments / Public Sector Undertaking in India.	Declaration Regarding Clean Track in the format as per Annexure V.

## 26. FINANCIAL/PRICE BID EVALUATION

26.1 The Financial Tender shall be submitted online and digitally signed in the formats at **ANNEXURE-II** (the “**Financial PROPOSAL/ FINANCIAL BID/ PRICE BID**”) clearly indicating the total cost of the work, in Indian Rupees. In the event of a difference between the arithmetic total and the total shown in the Financial Tender, the lower of the two shall prevail. Financial Bid comprising of the price Bid to be uploaded on e-tender portal Govt. Of GNCT Delhi in the prescribed format.

26.2 The Financial bid of the only technically eligible and qualified/eligible firm/ bidder shall be opened. The bidders who technically qualify will only be eligible for financial bid opening. **The lowest price bid excluding applicable taxes/levies shall be declared as L1/lowest bid for consideration of Award of work.**

26.3 While submitting the Financial Tender, the Bidder shall ensure the following:

- i. The total amount indicated in the Financial Bid shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Tender, it shall be considered non-responsive and liable to be rejected.
- ii. All applicable taxes/levies shall be **included** in the financial bid for consideration of **L-1 bidder**. It is the responsibility of Bidder to clearly identify all costs associated with any services/supply as per the Tender Document and submit the total cost in the Financial Bid format as per **Annexure-II** indicating the price excluding taxes and levies and also the prices including taxes and levies as per the prevailing rates in the appropriate columns of the price bid format.
- iii. The price bid shall also include incidental charges, if any no separate charges shall be paid by NDMC other than those quoted in the Financial/price bid.

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**GENERAL TERM AND CONDITION**

**3.1 OTHER TENDER CONDITIONS**

- a. NDMC reserves the right not to proceed with the tender process at any time without any notice, justification or liability.
- b. All tenders, documents and other information submitted by the bidders to NDMC shall become the property of NDMC. Bidders shall treat all information furnished as strictly confidential. NDMC will not return any submission.
- c. The tender is not transferable under any circumstances.
- d. Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the bidder.
- e. Tender in any form other than the prescribed format issued by NDMC will not be entertained and will be summarily rejected.
- f. NDMC may not consider bidders who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc.
- g. The quantity of items to be supplied mentioned in this document may be reduced or enhanced of the quoted quantity (on each category) based on the requirement of NDMC during the bid validity period to the extent of Plus or Minus 15% of the Quantity mentioned in the tender document.
- h. Any increase in the quantity will be according to pro-rata basis within a year.
- i. The bidder should give the certificate that the items have been supplied as per the specification only and in case deviation is found the action can be taken against the firm along with supply of the material specified.

**3.2 AWARD OF TENDER**

- a. NDMC in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
  - i. Suspend and / or cancel the Bidding Process and / or amend and / or supplement the Bidding Process or modify the dates or other terms and conditions relating there to.
  - ii. Consult with any Bidder in order to receive clarification or further information.
  - iii. Retain any information and / or evidence submitted to NDMC by, on behalf of, and Retain any information and / or evidence submitted to NDMC by, on / or in relation to any Bidder; and / or
  - iv. Independently verify, disqualify, reject and / or accept any and all submissions or other information and / or evidence submitted by or on behalf of any Bidder.
- b. NDMC will award the contract to bidder whose tender has been determined to be substantially responsive, Techno-Commercially and financially suitable, complete and in accordance with the tender document.
- c. Responsive bid is one that conforms to all the terms, conditions, and Specifications of the tender Documents without material deviations, exceptions, objections, conditionality or reservation,
- d. NDMC's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by NDMC in writing, the response to

which shall also be in writing and no change in rates shall be sought, offered or permitted.

- e. In case, two or more qualified bidders quote the same amounts in the financial offer which is the Lowest (L1), then the tender would be awarded to the bidder who has the highest/higher average annual turnover for the last 3 financial years.
- f. After selection, a purchase order (P.O)/Letter of Award (LoA) shall be issued by NDMC to the Selected Bidder and the Selected Bidder shall, within seven (07) days of the receipt of the P.O, sign and return the duplicate copy of the PO/LoA in acknowledgement thereof. In the event the duplicate copy of the P.O duly signed by the Selected Bidder is not received by the stipulated date, NDMC may, unless it consents to extension of time for submission thereof, will forfeit the Earnest Money Deposit of such Selected Bidder on account of failure of the Selected Bidder to acknowledge the P.O. It is clarified that in case the Selected Bidder refuses to accept the P.O, it will be debarred from participating in the bidding process for similar future contract of NDMC for a period of five (5) years.
- g. After acknowledgement of the P.O as aforesaid by the Selected Bidder, The Contractor (Selected Bidder) shall be required to submit a Security Deposit 5% of total purchase order value in the form of Bank Guarantee.

### **3.3 PERFORMANCE SECURITY / BANK GUARANTEE**

- 3.3.1 To ensure due performance of the contract, Performance Security is to be given from only **Public Sector Bank** by the successful bidder awarded to the contract.
- 3.3.2 **Performance Security will be 05% of the value of the contract.** Performance Security may be furnished in the form of an account payee demand draft payable in New Delhi from Public Sector bank, bearing **“Secretary, New Delhi Municipal Council”** name or irrevocable bank guarantee deemed in a prescribed form annexed at **Annexure - IV**.
- 3.3.3 **Within 07 days of LoA/PO from NDMC, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security/ Bank guarantee form (Annexure -IV) provided in the bidding documents.**
- 3.3.4 **Performance Security should remain valid for a period of 02 (Two) months beyond the date of complete supply of the items as per the work order issued by NDMC.** No interest will be paid for the Performance Bank Guarantee during the validity period of B.G. After 2 months of the supply of the materials 2.5% of the performance security / bank guarantee shall be retained up to two months after the expiry of warranty period (12 months) on the PVC cards.
- 3.3.5 The proceeds of the performance security shall be payable to the NDMC as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 3.3.6 If the successful Bidder fails to furnish a Performance Bank Guarantee, then the Earnest Money Deposit shall be liable to be forfeited by the Purchaser.
- 3.3.7 Failure of the successful bidder to submit the required Performance Security shall constitute sufficient grounds for the annulment of the award of the Tender and forfeiture of the EMD.

- 3.4 The service provider shall not assign, transfer, pledge or subcontract the design/ manufacture/supply of PVC smart card.
- 3.5 NDMC reserves the right to accept / reject any or all Bids without assigning any reason thereof.
- 3.6 Right to make substitute arrangement in the event of unsatisfactory services, etc. by the Contractor:
- a. In the event of unsatisfactory service, or any failure or default at any time on the part of the Contractor to carry out the terms and provisions of the agreement to the satisfaction of the NDMC (who will be sole judge and whose decision shall be final), then without prejudice to any other remedy that may be available to the NDMC under this Agreement or otherwise, the NDMC reserve the right to make any substitute arrangement in any manner, it may deem fit at the cost and risk of the Contractor.
  - b. The Contractor agrees to make good all cost and expenses, if any incurred by the NDMC for making the substitute arrangements referred to above.

### 3.7 CONFIDENTIALITY

- a. It is agreed and acknowledged by the parties herein that every aspect of the present Agreement including but not limited to the commercial terms, Techno-Commercial parameters, etc. are invaluable to each party and are to be collectively regarded as part of confidential information.
- b. In addition to the above, during the Term of this Agreement, the Contractor acknowledges that all information, data, material, etc., shared by NDMC with the Contractor, shall be regarded as part of confidential information by the Contractor.

### 3.8 SCHEDULE OF REQUIREMENT / SUPPLY

Approximate requirement for PVC cards shall be 25000 along with coloured tags/Lanyards printed with NDMC logo and NDMC, with 25,000 PVC Card holders and 200 cartridges ribbons kit (Both side Front/Back print), compatible with iDP Smart-50 S Printer.

#### **Delivery & Warranty Period**

- a. **Delivery:** within 15 days from the date of issue of Purchase Order (PO) / Letter of Award (LoA) / Work Order (WO).
- b. **Return of defective stock:** Defective cards identified while initializing or within warranty period should be replaced by the bidder.
- c. **Warranty:**
  - i. Warranty on PVC Cards is for a period of 12 Months.
  - ii. The tags that will be provided in 5 different colours with 'Logo' & 'NDMC' printed on them.
  - iii. An initial batch of 50 PVC cards shall be given for acceptance test/operational test. Delivery of balance quantity will be started only after acceptance by NDMC.
  - iv. Any manufacturing related malfunctioning of the cards at any subsequent stage may result in cancellation of pending supply order at any stage of delivery. The remaining supply shall be bought at risk and cost of supplier.
  - v. The items should be delivered to the below mentioned address:  
Section Officer (IT)  
Room No. 2002 A, NDMC, Palika Kendra, New Delhi  
Phone: 41501353-60 Extn. 3501



### **3.9 PAYMENT TERMS**

100% payment would be released through RTGS/NEFT within thirty days on receipt and acceptance of supplied material against the following documents:

- (i) Original invoice duly signed by the authorized signatory.
- (ii) Item acceptance certificate duly signed and sealed from authorized representative of NDMC after delivery of all the items in full quantity as mentioned in Purchase Order.
- (iii) PAN Card number, Bank Account details, Bank address & RTGS details of the Agency are to be forwarded along with the Invoice.
- (iv) Submission of 05% Performance Security Deposit (of the value of the bid amount / purchase order) or bank guarantee equivalent to 05% of the total bid amount / purchase order and which is valid up to 02 (Two) months beyond the date of completion of supply order of the PVC Cards and other accessories. Failing the submission of bank guarantee, 05% amount of the total price bid offered shall be retained till 02 (two) months beyond the completion of supply and only 95% of the price bid amount shall be released.

**3.10** Bidders are required to give unconditional offers. Telegraphic, conditional or incomplete tenders will not be accepted. Canvassing of any kind, direct or indirect, shall lead to disqualification of the bidder.

**3.11** Tender in any form other than the prescribed format issued by NDMC will not be entertained and will be summarily rejected.

**3.12** Tenders with revised / modified rates / offer, after submission / opening of the tender will be summarily rejected. In such a case NDMC may forfeit the Earnest Money Deposit submitted with the tender.

**3.13** NDMC may not consider bidders who have poor performance records such as abandoning works, not following statutory requirements, financial failure, etc.

**3.14** NDMC may offer piecemeal works other than the scheduled works as and when circumstances warrant, which shall be fulfilled by the contractor. NDMC will pay as per the accepted rates.

### **3.15 CONTRACTOR'S OBLIGATION TOWARDS TAX LAWS**

The contractor shall ensure full compliance with various Tax Laws of India with regard to this contract and shall be solely responsible for the same. He shall submit copies to acknowledgements, evidencing filing to returns every year and shall keep NDMC fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise.

- a. The Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Subcontractors or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside India.
- b. In the event of exemption or reduction of Custom Duties, Excise Duties, Sales Tax or any other Cess/Levy being granted by the Government in respect of the works, the benefit of the same shall be passed on to the purchaser.
- c. India. In the event of exemption or reduction of Custom Duties, Excise Duties, Sales Tax or any other Cess/Levy being granted by the Government in respect of the works, the benefit of the same shall be passed on to the purchaser.

### **3.16 RESOLUTION OF DISPUTES & ARBITRATION**

In the event of any dispute or difference whatsoever arising under this contract or in connection there with including any dispute relating to existing meaning and interpretation of this contract shall be settled amicably through mutual negotiation by the parties. In case the amicable settlement is not possible, the same shall be referred to the sole arbitrator as appointed by NDMC. The arbitration shall be conducted in accordance with the provisions of the Arbitration and conciliation (Amendment) Act 2015. Notwithstanding any dispute between the parties, the Manpower Service Provider shall not be entitled to withhold delay or defer its obligations, under the contract, and the same shall be carried out strictly in accordance with the terms and conditions of contract.

### **3.17 CORRUPT PRACTICES**

The Bidder shall not offer or give or agree to give to any person in the employment of the Purchaser or working under the orders of the Purchaser any gift or consideration of any kind as an inducement or reward of doing or forbearing to do or having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Purchaser or Government for showing any favour or for bearing to show disfavour to any person in relation to the contract or to any other contract with the Purchaser or Government. Any breach of the aforesaid condition by the Contractor, or any one employed by him or acting on his behalf, under Chapter IX of the Indian Penal code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the Bidder and to recover from the bidder the amount of any loss arising from such cancellation in accordance with the provision of **clause-12**

### **3.18 LAWS GOVERNING THE CONTRACT**

This contract shall be governed by the Laws of India for the time being in force irrespective of the place of delivery and the place of payment under the contract, the contract shall be deemed to have been made at the panel in India from where the acceptance of tender has been issued. The court of jurisdiction is New Delhi. The English language shall be the official language for all purpose

### **3.19 AMENDMENTS**

Any changes or modifications to this contract can only be made by a written amendment mutually signed by both the parties.

**SPECIAL CONDITIONS OF THE CONTRACT**

4.1 The special conditions of contract contained herein shall be supplemented to the General Conditions of the contract. In the event of any conflict or inconsistency between them, Special conditions of the contract will supersede the General conditions of the contract.

**4.2 SAMPLE SUBMISSION**

- a. Successful bidder shall submit the sample at free of cost on receipt of LOA /PO.
- b. The sample submitted will be evaluated, tested & approved by IT dept. of NDMC.

**4.3 WARRANTY & GUARANTEE**

Twelve (12) Months warranty/Guarantee (*applicable from the date of Acceptance of the items by NDMC*) should be given in the form of certificate indicating the warranty period along with the terms & conditions for the Warranty / Guarantee. Supplier is required to, without charge, repair or rectify defective goods or to replace such goods with similar goods free from defects. Any goods repaired or replaced by the supplier shall be delivered at the NDMC premises without costs to the NDMC

**4.4 SUPPLY OF ITEMS**

The number of items to be supplied shall be as per the purchase order and the quantity mentioned in the tender, however same may be varied by (+ OR -) 15% during the period of bid validity period. The bidders should provide the item as per the rate quoted in the bid based on the requirement of NDMC within 15 days of the issue of purchase order by NDMC.

**4.5 PENALTY / LIQUIDATED DAMAGES**

- a. Penalty will be levied to the successful bidder, in case of delay from the bidder side.
- b. Any delay due to administrative reasons of NDMC, the successful bidder will not be penalized and the same has to be supported by the authorized representative of NDMC on valid grounds with documentary evidence for delays.
- c. In case of delay on the side of successful bidder, following penalty will be levied: The applicable rate is 0.5% per week and part thereof and the maximum deduction is 10% of the Purchase Order Value. As soon as maximum penalty charges reached, NDMC will initiate action for termination of the contract and seizure of Performance Security.

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## ANNEXURE - I

### SCOPE OF WORK AND SPECIFICATION OF THE PVC CARDS AND OTHER ACCESSORIES TO BE SUPPLIED

1. The digital data pertaining to NDMC's employees will be loaded / written on to the PVC card by NDMC and the PVC card will have colored photograph of an employee, background pattern/ border / LOGO print, QR code with name, address and other detail of an employee. The digital data preparation and printing shall be undertaken by NDMC. Hence NDMC requires PVC cards durable and strong yet flexible plastic (PVC) cards with cardholder and printed colored tags / lanyards with printing of NDMC and NDMC LOGO. Further this tender is also for the supply of 200 Smart Ribbon KIT ink cartridges for / compatible with Smart - 50 S Printer. The specification are given under in this Annexure - I.
2. The scope of contract covers supply and acceptance testing of PVC cards for New Delhi Municipal Council (NDMC). Schedule of supply is as mentioned in the schedule in the tender document.
3. During warranty period, supplier is responsible to replace the damaged cards. The verification shall be done at NDMC premise in presence of supplier. The card will be considered physically damaged if:
  - a. Card is in bent condition. (To check the same place the card on flat surface and see that all the four corners are not touching the surface).
  - b. PVC card has visible cut mark or corner is cut.
  - c. PVC card surface is badly worn out and engraved ID is not visible.
4. The defective cards will be replaced by the vendor during the warranty period.

#### **5. QUANTITY OF MATERIALS**

The vendor is to supply 25,000 (+ or -) PVC Cards to NDMC and 25,000 (+ or -) 15% card holder with Tags / Lanyard and 200 (+ or -) 15% Ink Ribbon / Cartridges Kit for compatible with iDP 50S printer.

## PVC card and other accessories- Technical Specification

### 1. General Specification - CSC General Specification:

Sr. No.	Item	Specification	Compliance (Yes/No)	Details of Deviations (If any)
1	Material	PVC laminate		
2	Size	Rectangular Shape 8.6 cm vertical, 5.4 cm horizontal		
4	Thickness	0.8 mm		
5	Base Colour	White (Card Material)		

### 2. Specification of Ink Ribbon / Cartridges Kit.

S. No.	Specification	Type
1.	200 cartridges ribbons kit (Both side Front/Back print), compatible with iDP Smart-50s Printer.	iDP Smart 50s printer compatible

### 3. Specification of Card Holder with steel clip / hook and tag / lanyard.

S. No.	Specification	Type																		
1.	Card Holder should be perfect to hold PVC card with maximum card insert size of 86 mm X 54 mm with width 0.8 mm, slide ejections that minimize sliding friction. The NDMC shall require Card Holder in transparent color. However the total quantity would be 25,000 (+ OR -) 15%.	PVC Card Holder																		
2.	<p>The NDMC shall require lanyards in 05 (five) different colors in different numbers. The details are as under :</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sr.No.</th> <th>Color Name</th> <th>No.</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Yellow</td> <td>400</td> </tr> <tr> <td>2.</td> <td>Green</td> <td>600</td> </tr> <tr> <td>3.</td> <td>Sky Blue</td> <td>1,800</td> </tr> <tr> <td>4.</td> <td>Red</td> <td>16,700</td> </tr> <tr> <td>5.</td> <td>Light purple</td> <td>5,500</td> </tr> </tbody> </table> <p>The No. of lanyards shown above are approximate and there may be variation in these numbers at the time of actual supply, however the total quantity would be 25,000 (+OR-)15%. The lanyard should be 36 inch in length, 12 mm in width and 1.4 mm in thickness. The stuff should be of polyester.</p>	Sr.No.	Color Name	No.	1.	Yellow	400	2.	Green	600	3.	Sky Blue	1,800	4.	Red	16,700	5.	Light purple	5,500	Tags / Lanyards
Sr.No.	Color Name	No.																		
1.	Yellow	400																		
2.	Green	600																		
3.	Sky Blue	1,800																		
4.	Red	16,700																		
5.	Light purple	5,500																		
3.	Dog hook - for use in PVC Card holder, with rust free coating.	CLIP / HOOK																		

\*\*\*\*\*

<b><u>Financial Offer</u></b> <b><u>PVC Card AND OTHER ACCESSORIES</u></b>								
Sr. No.	Description	Qty.	UOM	Unit price (Rs.)	All applicable taxes		Unit Rate inclusive of all taxes (Rs).	Total Cost including taxes (in Rs)
					In %	In Rs.		
1.	PVC card as per the specification in Annexure -I	25,000	Nos.					
2.	200 cartridges ribbons kit (Both side Front/Back print), compatible with iDP Smart-50s Printer.	200	Nos.					
3.	PVC card holder and Tag(Linear) with dog hook.	25,000	Nos.					
	Total amount including taxes in words (Rs).							

Note: The L-1 bidder will be considered on the basis on lowest price bid including taxes.

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**ANNEXURE - III**

**Work Experience/Work Orders obtained and Details and Performance Statement  
(for a period of last 3 years)**

Name of Firm \_\_\_\_\_

Sr.No.	Order placed by (full address of  Purchaser)	Order No. &  date	Description n and  quantity of  ordered   items	Value of  order	Date of Completion of delivery		Remarks  indicating reasons  for late delivery, if any	Attach a certif icate from the Purc haser
					As per Contr act	Actual		

**Note: - (Certified copies of Purchase Order for above mentioned items also to be provided.)**

**Name of the Bidder Firm:** \_\_\_\_\_

**Name of the Signatory:** \_\_\_\_\_

**Signature & Stamp of the Bidder**

**Date:**

**Place:**

\*\*\*\*\*

**BANK GUARANTEE FORMAT FOR CONTRACT PERFORMANCE GUARANTEE**  
(On Rs. 100/- non- judicial stamp paper)

**Subject: Tender for supply of PVC Cards and other Accessories.**

1. In consideration of the New Delhi Municipal Council, Palika Kendra, Sansad Marg, New Delhi – 110001, (hereinafter called 'the council') having agreed to exempt **M/s Firm name with address** (hereinafter called the said 'Contractor(s)') from the demand, under the terms and conditions of work order No. \_\_\_\_\_ Dated \_\_\_\_\_ made between New Delhi Municipal Council and **M/s Firm name** for the **Name of work** (hereinafter called 'the said Agreement') of security deposit for the due fulfilment by the said Contractor(s) of the terms and conditions in the said Agreement on production of Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) we, **Bank name with address, (Indicate the name of Bank)** (hereinafter referred to as 'the bank') at the request of **M/s Firm name**, Contractor(s) do hereby undertake to pay to the Council an amount not exceeding of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) on demand by Council.
2. We, Bank name, do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Council stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).
3. We undertake to pay to the Council any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings pending before any court or Tribunal relating thereto, our liability under this present being, absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, Bank name with address, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Council under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till person-in-charge on behalf of the Council certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee, or till 5 year & 6 months from the date of submission of bid whichever is earlier.
5. We, Bank name with address, further agree with the Council that the Council shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agreement or the extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time ant of the powers exercisable by the Council against the said Contractor(s) / Suppliers and to forebear or enforce any of terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) / Suppliers or for any forbearance, act or omission on the part of the Council or any indulgence be the Council to the said Contractor(s) / Suppliers or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.



6. This guarantee will not be discharged due to change in the constitution of the bank or the Contractor(s).
7. We, Bank name with address, lastly undertake not to revoke this guarantee except with the previous consent of the Council in writing.
8. This Guarantee shall be valid up to \_\_\_\_\_ unless extended on demand to be made by the Council. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee, shall stand discharged.
9. The BG shall be extended in case the NDMC extends the contract, to an extent that the BG is valid for a minimum of 6 months after the expiry of the Contract.
10. The extended BG in all the above cases shall be submitted at least 3 months before the expiry of the previous BG, failing, which, NDMC reserves the rights to terminate the contract, and forfeit the BG.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

For \_\_\_\_\_

(Indicate name of Bank)

Date:

Place:

\*\*\*\*\*

ANNEXURE-V

**Self-Declaration-No Blacklisting/ Clean Track Record  
(On bidder's firm letter head)**

To  
Director (IT)  
New Delhi Municipal Council  
Palika Kendra, Sansad Marg  
New Delhi-110001

**Subject: Tender for supply of PVC Cards and other Accessories**

In response to the Tender Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for (Project Title) \_\_\_\_\_, as/authorized signatory/an Owner/Partner/Director of \_\_\_\_\_, I/We hereby declare that presently our Company/firm bidding, is having unblemished record and is not declared ineligible or has been issued letter for blacklisting for corrupt & fraudulent practices either indefinitely or for a particular period of time by any state/Central government/PSU/UT or the procuring Entity.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my. Our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

<b>Name :</b>	
<b>Address:</b>	
<b>In the capacity of :</b>	
<b>Signed:</b>	
<b>Date:</b>	
<b>Place:</b>	
<b>Seal of the Organization:</b>	

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**BIDDERS'S FIRM PROFILE****(TO BE SUBMITTED ON LETTERHEAD OF THE BIDDER)**

<b>Section 1: Organizational Details / Personal details</b>	
1.1 Name of the Firm / Organization / Individual	
1.2 Address of the Head Office:	
1.3 Address of the Project Offices:	
1.4 Telephone, Fax and Email details	
1.5 Name and Designation of the Authorized Representative of the renderer to whom all the references shall be made:	
1.6 Address, phone, fax and email id of the Authorized Representative	
1.7 Area of Expertise:	
<b>Section 2: Registration Details</b>	<b>Reference Page</b>
2.1 Firm Registration No. and Date	
2.2 PAN / TAN (if applicable) card number details	
2.3 GST registration	
2.4 Any Other registration	
<b>Section 3: Earnest money deposit (EMD) (Bid Security) and validity</b>	
3.1 Validity of Offer (not less than 90 days)	
3.2 Details of Earnest money (EMD) deposit	
(i) Amount of DD/ BC	
(ii) DD / BC number	
(iii) Issue Date	
(iv) Name of the Issuing Bank	
(v) Name of the Issuing Branch	
<b>4. Key Person &amp; Bank Details</b>	

4.1 Name & Designation of the key person /signatory	<b>Mobile No.</b>	<b>Telephone No.</b>	<b>Fax No.</b>	<b>Email</b>
4.2 Contact information				
4.3 Bank name				
4.4 Beneficiary name				
4.5 Bank address				
4.6 Bank account no.				
4.7 IFSC code				

**Signature & Stamp of the Bidder**

**Date:**

**Place:**

\*\*\*\*\*

ANNEXURE-VII

AUTHORIZATION LETTER

**(Representative AUTHORIZATION Letter on the Letterhead of the Bidder)**

Date:.....

**Reference: Tender for supply of PVC cards and other accessories**

To,

<Name of authority>

<Department>

<Address>

Ms./Mr..... is hereby authorized to sign relevant documents on behalf of the company/firm in dealing with tender reference No. .... He /She is also authorized to attend meetings and submit technical and financial bid(Online) information as required by NEW DELHI MUNICIPAL COUNICL (NDMC) for processing on behalf of the company if required.

(Proof of above two persons as employee of the company to be enclosed)

Thanking you,

**Representative Signature**

.....

**Authorized Signatory**

.....

.....

**Signature attested**

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**ANNEXURE-VIII**  
**CONTRACT AGREEMENT**

This Agreement is made on this between M/s **Firm Name** ..... having its registered office at **Address of the firm** through its **Designated Officer with name**..... (hereinafter called the supplier which expression shall mean and include its successor, assignees and nominees) one of the part and New Delhi Municipal Council(NDMC), Palika Kendra, Sansad Marg through its Director (IT) sh. ....(hereinafter called the Council) of the other part.

Whereas the Council under consideration of the offer made for made pursuant to the NIT No..... agreed to allow the Supplier Firm to execute the work of **SUPPLY OF PVC AND OTHER ACCESSORIES** vide work/supply/PO order No. date .....as per the terms and conditions of the bid/Tender document.

Whereas each of the documents mentioned herein has been signed by and on behalf of the parties hereto called for purpose of identification and shall be treated as part of this agreement. Now it is hereby agreed by and between the parties as follows:

1. The Supplier Firm (the successful bidder) who has been issued the letter of Award (LoA)/PO dated..... shall upon and conditions shown in the NIT and the work/supply order and any other correspondence exchanged between the parties, annexed here to and which from part of this agreement execute and complete the work so shown and described in the above said documents.
2. The Supplier shall deposit a performance Security/Guarantee/Bank Guarantee equal to 10% of the value of the work/supply ordered. The earnest money deposited shall be adjusted toward security money/performance guarantee.
3. That the goods/services which shall be confirming with the quality and specification given in the tender document/work/supply order and sample shown to, shall be delivered towards security IT Department, NDMC, New Delhi free for charge.
4. That the/service goods shall be delivered strictly within the period specified in the work/supply order/tender and the time is essence of the contract. If the supplier fails to deliver the series or any instalment thereof within the period fixed for such deliveries, the council shall have the right to arrange the supply from elsewhere in the risk and cost of the supplier. However in cases of genuine difficulty, extension of time may be allowed by the Council shall recover from the supplier as liquidated damages and not any way of penalty a sum equivalent to half percent (0.5%) per week and part thereof of the price of any store which the supplier fails to deliver within the specified **Delivery period (as per work order)/tender T&C** ..... of the expiry of the prescribed delivery period of the undelivered goods for every 07 seven days or part thereof. The liquidated damages in any case will not exceed 10% of the contract price or undelivered portion of supply.
5. That in case the goods/service ordered do not conform with the quality and specified given in the work/supply order and not delivered within stipulated period, Director (IT), NDMC shall have the right to reject all or any part of the goods/service so offered and whose decision in this respect shall be final and binding. The rejected goods shall be taken back by the supplier firm at their cost. In case, the supplier firm does not remove the rejected goods then the council under no circumstances will be responsible for their deterioration or

destruction.

6. That in case the supplier is not willing to execute the order or breaches any terms and conditions of the contract/agreement, Council may not only forfeit part or whole of security deposited, but shall have the option to purchase the same from another source/supplier and recover the difference in the price actually paid and that payable to the tenderer/ quotationer firm. That in the event of any dispute arising between the parties, the same shall be referred to the sole arbitration of Chair person, NDMC or any officer appointed by him or her in this behalf, whose decision shall be final and binding on the parties.
7. The terms and conditions of the Bid/tender documents have been agreed upon by the both the parties and signed and added to this agreement.

In witness whereof the parties have hereinto set and subscribed the hands and seals on the date, month and year first above written.

For and on behalf of Council  
Director (IT)

Witness: For and on behalf of Tenderer/Quotation Firm

- 1.
- 2.

Signature and Capacity with seal

\*\*\*\*\*

## Technical Bid Evaluation Indicative Checklist

### Part - A : Authorization / Undertaking / Declarations

Specific Requirements	Table of content with Page No. (to be filled by bidder)
The bidder should deposit EMD physical copy with NDMC before last date of bid and upload the same along with the Technical bid.	
Bidder's Authorization Certificate	
Self - Declaration - No Blacklisting	
Technical Bid Submission Sheet	

### Part - B: Eligibility Criteria

S.No.	Basic Requirement	Documents Required	Page No. (to be filled by bidder)
1.	General Requirement	Work Orders/Client Certificates confirming year and area of activity should be enclosed along with turnover	
2.	Certifications	Company Registration	
3.	Tax Registration	Copies of relevant(s) Certificates of Registration.	
4.	Average Annual Turnover of the firm	Relevant audited certificate	
5.	Work experience certificate for execution of similar work of different values	Work order / completion certificates	
6.	Technical Specifications of BOQ items	The Bidder should enclose relevant catalogues, brochures, etc. In support of all the items quoted in the Bid.	

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