

TENDER DOCUMENT

For

Printing of Multiple Copies

Of

Photo Electoral Rolls

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**OFFICE OF THE CHIEF ELECTORAL OFFICER, HARYANA
30-BAYS BUILDING (3rd FLOOR), SECTOR 17-B, CHANDIGARH-160017**

RECEIPT

Serial No. _____

Issued to _____

Against Receipt No./Bank Draft No. _____ Dated _____

Payable at _____ for `500/- (Five Hundred only)

Tender Documents issued on _____

For: Chief Electoral Officer, Haryana
30-Bays Building, Sector 17-B,
Chandigarh-160017.

**OFFICE OF THE CHIEF ELECTORAL OFFICER, HARYANA
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IMPORTANT DATES – REGARDING

Tender No. 10/4(Tender)/Elec-2013/5AE-01

Starting Date of Sale of Tender Document	From 21.06.2013 at O/o the Chief Electoral Officer, Haryana, 30-Bays Building (3 rd Floor), Sector 17-B, Chandigarh - 160017.
Closing Date of Sale of Tender Document	On 11.07.2013 at O/o the Chief Electoral Officer, Haryana, 30-Bays Building (3 rd Floor), Sector 17-B, Chandigarh - 160017.
Last Date of Submission of Tender	Till 1:00 P.M. on 12.07.2013 at O/o the Chief Electoral Officer, Haryana, 30-Bays Building (3 rd Floor), Sector 17-B, Chandigarh - 160017.
Opening of Tender	(1) At 3 P.M. on 12.07.2013 at O/o the Chief Electoral Officer, Haryana, 30-Bays Building (3 rd Floor), Sector 17-B, Chandigarh - 160017. (2) The technical bid will be opened on the above date & time and financial bid of such bidder whose technical bid is found valid would be opened immediately thereafter.
Tender Fee	Rs. 500/- (Rupees Five Hundred only)
Earnest Money	Rs. 2,00,000/- (Rupees Two Lacs only)

TENDER No. 10/4(Tender)/Elec-2013/5AE-01

SECTION 1: INVITATION TO BID

1.1 Instruction & item for Bidding: -

Bids are invited by the **Chief Electoral Officer**, Haryana from the reputed Printers/Firms with minimum turnover of ` 25 Lakh per annum for last 3 Years, for the printing of multiple copies for printing of Photo Electoral Roll on 80 GSM as per ISI specification No. 1848-1991 amended upto date Quality white paper of A-4 size (both side printing) through High Speed Laser Printer. Printing is to be **done** strictly in accordance with the PDF/ CDs **which will** be supplied by the **office of Chief Electoral Officer**, Haryana.

Approximately quantity is **7-8** lac pages **multiple copies of which will run 15-20 and 30-35** copies for printing of draft and final rolls respectively. Quantity may vary. There would be one last page of each part of electoral rolls in which one side printing would be required. **Payment would be made only for the printed page(s) of a paper and no payment shall be made for blank page.**

1.1.1 Printing **will** be **done** through high speed Laser Printer using original toners.

1.1.2 **Bidders have to submit technical and financial bid separately clearly writing technical & financial bids on the top of envelopes addressed to The Chief Electoral Officer, Haryana along with their complete addresses at the bottom.**

1.2 Scope of Work: -

A) The number of copies to be printed of each page would be **15-20** copies approximately **for draft rolls and 30-35** copies for final roll during election year and **10-20** copies during non-election year as the case may be. During non-election year only supplement will be printed for which pages may be in the number of **60000** or more and the multiple copies of each page may run in the number of **10-20**. However, the above quantity may vary.

B) The printed Electoral Rolls would be stitched part-wise.

C) The paper on which printing is to be done by the bidder should be A-4 size of 80 GSM as per ISI specification No. 1848-1991 amended upto date Quality white paper. If after testing, paper is found of less grammage, proportionate deduction and penalty to be decided by the department would be charged **from the printing firm.**

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- D) The bidder would do printing through High Speed Laser Printer using original toner. **On** inspection if printing is not found accordingly, earnest money and security deposit would be forfeited and the party would be blacklisted and suitable penalty would be imposed.
- E) The Bidder/Firm would have to collect material (CD in PDF) for printing in parts from the Office of the Chief Electoral Officer, Haryana, 30 Bays Building, Sector 17-B, Chandigarh tentatively from **the month of August, 2013** onwards and return/dispatch the ready material to the authorized representative of the **District Election Officer concerned at least 3 days before the date of draft & final publication except in special circumstances. Dates of Draft & final publication fixed by the Election Commission of India. However, the period may vary requiring the printer to do the work accordingly. Normally time to be allowed for printing of Electoral Rolls of all the 90 Assembly Constituencies is 15 days maximum. However, this time can be reduced due to exigency of work.**
- F) The bidder must return original CDs after printing.
- G) The printer would not pass on/ divulge or supply any hard or soft copies to anyone without the written permission of this office.

2. Schedule of Tender

- 2.1 The Tender Document would be sold for ` 500/- payable in cash/Bank Draft in favour of Chief Electoral Officer, Haryana payable at Chandigarh.
- 2.2 The Tender Document would be sold from **10.00 A.M.** to **04.00 P.M.** on all working days starting from **21.06.2013** to **11.07.2013**.
- 2.3 The sealed bids (**technical & financial bid**) would be accepted till **01.00 P.M.** on **12.07.2013**
- 2.4 **The technical bid will be opened at 03-00 P.M on 12.07.2013 at O/o the Chief Electoral Officer, Haryana, 30-Bays Building (3rd Floor), Sector 17-B, Chandigarh – 160017 in the presence of bidders or their representatives who elect to be present and financial bid of such bidder whose technical bid is found valid would be opened immediately thereafter.**
- 2.5 The address for all the above activities is:
**O/o Chief Electoral Officer, Haryana
30 Bays Building, Sector 17-B, Chandigarh – 160017.**

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3. The Chief Electoral Officer, Haryana reserves the right to vary quantities at the time of award of work.

The Chief Electoral Officer, Haryana further reserves the right to allot the job/work of preparation of Multiple Copies of Electoral Rolls among the selected Bidders /party(s). **Work preference can also be extended to the firms/ industries located in Haryana as per Govt. policy letter dated 28.05.2010.**

4. Right to accept or to reject.

4.1 The Chief Electoral Officer, Haryana reserves the right to accept or reject any or all bids without assigning any reason.

4.2 The Chief Electoral Officer, Haryana's officials would at any point of time, be free to visit the premises where the job is being executed to ensure that the processes are followed as specified in the tender. **If any default is detected during inspection or otherwise, the allotment of work to the tenderer shall be liable to be withdrawn. The tenderer shall be liable to imposition of suitable penalty upon him also.**

4.3 The Chief Electoral Officer, Haryana reserves the right to allow the work to one party or to distribute the work to the parties as the circumstances demand at the time of allotment of work keeping in view urgency and interest of the work as well as capacity of printing party and therefore, the bidders other than L1 would be required to give their consent to the L1 rates within specified time and their security would be retained and they would be given work but the highest single portion would be given to L1 bidder. **This would also be subject to the condition regarding work preference mentioned in Para 3.**

4.4 The press premises should be located in and around Haryana i.e. maximum up to 100 Km distance from the State border for the sake of convenience, transportation, cost, time saving and proximity.

4.5 **Only those firms who have at least 8 High Speed Laser Printer in good working condition would be considered.** There should be sufficient space in the press for storage. **Spot inspection may be made by the Committee constituted by CEO for the purpose.**

5. Period of Validity of Bids

Bids will remain valid for at least two years from the date of acceptance of work allotment order and shall be extendable for further 1 year with mutual consent. A bid valid for a shorter period would be rejected.

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6. Earnest Money Deposit (EMD)

- 6.1 The EMD would be of ` 2,00,000/- (**Rupees Two lacs only**) in the form of FDR in favour of Chief Electoral Officer, Haryana from a Scheduled Bank, payable at Chandigarh. The Tender received without required Earnest Money would be rejected without further reference.
- 6.2 The EMD for the amount specified at **Clause 6.1** should be enclosed along with the **technical** bid.
- 6.3 The Chief Electoral Officer, Haryana would retain the Earnest Money Deposited for a maximum period of two years from the date of opening of the bid **till the deposit of the security amount by the firm whom work has been allotted. Firm can get their earnest money converted towards security.** However, the amount of payment due can be treated as EMD and the deposit can be refunded.
- 6.4 If the validity of the tender is extended the validity of EMD would **be got extended by the tenderer.**
- 6.5 No interest would be payable by the Chief Electoral Officer, Haryana on the Earnest Money deposited by Bidder.
- 6.6 Earnest money is liable to be forfeited if, at any time, it is found that the tenderer had, with malafide intention, tried to cheat or otherwise misrepresent to the Election Department.
- 6.7 The EMD is liable to be forfeited if the Bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of the Tender.
- 6.8 If the successful Bidder fails to furnish the security deposit as required in the contract within the specified period, the Earnest Money would be liable to be forfeited by the Election Department.
- 6.9 The order can be **divided amongst more** than one consenting firms at L1 rate because of paucity of time-depending upon their capacities but in any case highest single order shall be **given** to L1. In such eventuality the EMD of all consenting firms shall be retained.
- 6.10 The EMD of the unsuccessful Bidders would be returned by the Election Department as early as possible after the expiry of validity of their bids, but not later than 45 days. Bidders are advised to send a pre-receipt **in the prescribed format given at the bottom of Annexure D1** along with their bids to facilitate refund of earnest money in time.

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7. Terms and Conditions of Tendering firms

The Bidder should submit their bids in the format given in the Tender Document only. Printed terms and conditions of the bidder in any other format would not be considered. **Technical and financial bid is to be submitted separately.**

8. Bid Requirements

- 8.1 The Bidder must quote **their** rate for the complete job i.e. printing on 80 GSM as per ISI specification No. 1848-1991 amended up to date Quality white paper on High Speed Laser Printer including stitching, packing, delivery, taxes or any other expenses. The bidder must quote the capacity to do the job per day. **Nothing extra shall be payable.**
- 8.2 The successful Bidder would be required to furnish Security Deposit **with the office of the Chief Electoral Officer, Haryana** which would be equal to 10% of the total value of the job or ` 5 Lacs whichever is higher in the form of fixed deposit as specified in Tender Clause-12. The earnest money deposited by the successful bidders shall also be adjustable against this requirement.
- 8.3 The Bid Documents are not transferable and the cost of the tender document is not refundable under any circumstances.
- 8.4 **Bids sent through telex/ e-mail/ fax will be rejected. Incomplete bids will also be rejected.**
- 8.5 Bidders should enclose along with the bid of their offers, the full details of High Speed Laser Printers to be used with specifications in D1.
- 8.6 The bidder shall state that they had never been black listed by any State/Central Govt. departments/Boards/Corporations etc.

9. Contents of Bid

The Bids prepared by the Bidder would comprise of the following components/**documents** to be filled as per the formats provided in the Tender Document

1st
Envelope
Technical
Bid

- i) Earnest Money
ii) Bidders Particulars (Annexure-D1)
iii) Draft of Rs. 500/- in favour of Chief Electoral Officer, Haryana in case the Tender Document has been downloaded from the website.

2nd
Envelope
Financial
Bid

- iv) Bid Letter (Annexure-D2)

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1st Envelope shall be opened first and all the details & eligibility shall be checked first and in case of ineligibility or non-filing of crucial information, the offer in Envelope II shall be rejected without opening and decision in this regard shall be binding and no further query/ correspondence shall be entertained.

10. Opening of Bids by Election Department

The Election Department would open the bids in the presence of Bidders/representatives who choose to attend on the date and time as mentioned at Clause 2.4 at the Office of Chief Electoral Officer, Haryana, 30 Bays Building, Sector 17-B, Chandigarh. The bidder's representative who are present would sign a register evidencing their attendance. The Bidder's representative would furnish letter of authority from its principal to attend the bid opening.

SECTION II – TENDER TERMS AND CONDITIONS

11. Standards

The printing of required copies would be on A-4 size **paper** (Both Side Printing) on 80 GSM as per ISI specification No. 1848-1991 amended up to date Quality white paper using high speed Laser Printer for the job entrusted to the bidder. The expenses incurred on testing of paper, if any, would be borne by the bidder/party. The lab **for** testing would be decided by the office of the Chief Electoral Officer, Haryana.

12. Security Deposit

12.1 Every bidder who is allotted work as per the terms & conditions of the tender documents would furnish security equal to 10% of the total value of the job allotted or Rs. 5 Lacs whichever is higher in the form of fixed deposit in favour of Chief Electoral Officer, Haryana within three working days from the receipt of work allotment letter.

The Security Deposit would be made in the form of Fixed Deposit with any of the Scheduled Banks in India pledged in the name of the Chief Electoral Officer, Haryana valid for a period of two years. In the event of non-execution of the job as per prescribed terms & conditions, this deposit would be forfeited.

Further, if the office of the Chief Electoral Officer, Haryana has to get the job or part of it done from any other bidder because of failure to supply in full or part by the successful bidder, the difference in payment would be made good from him. (The office of the Chief Electoral Officer, Haryana can also make any other adjustments for default on part of bidder against security deposit.) The EMD of the successful bidder can be adjusted against

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the Security Deposit on issue of the work order as indicated above. The Security Deposit would be returned after the execution of all the contracted jobs. No interest would be payable by the Election Department for the Security Deposited.

12.2 Failure to comply with the **above** requirements would constitute sufficient ground for the annulment of the award and forfeiture of the bid Security Deposit. **Besides, the Firm/ Printer would be liable to be blacklisted.**

13. Satisfaction of job done

The Bidder is required to do the printing job to the satisfaction of office of the Chief Electoral Officer, Haryana. In case of any fault detected, the party would rectify the fault/reprint free of cost. In the eventuality of the work got done from other source, it would be got done at the risk and cost of the party/printer whose failure in executing the work has led to the situation.

14. Secrecy & security of data & Information

The Bidder would not use Document(s) and data for any other purpose and would not give the document(s) and data to any person/organization. The Document(s) and data would be sole property of office of the Chief Electoral Officer, Haryana. If at any time, it comes to the notice regarding misuse of Document(s) and data, the office of the Chief Electoral Officer, Haryana has the right to cancel **the** contract and forfeit the security deposit and no payment would be made for the work. **Further, the defaulter shall be liable to any criminal action as per law.**

15. Inspection

Inspection would be carried-out from time to time by the authorized officer(s) of this office to ensure that the quality of printing and other parameters of the job assigned are being met.

The firm / printer would render all assistance to the inspecting officer for smooth conduct of inspection.

16. Penalty clause

The Complete Job/order will have to be executed with in scheduled period starting from the date of handing over the original documents/CDs, failing which penalty for late execution of the order would be levied on the amount payable as follow. The party would submit **one copy of each** of the printed material (duly bound in 2-3 parts) along with original documents as proof that the printing has been done in

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the stipulated period, and would obtain due receipt from the authorized person of this office. **On failure penalty would be charged as per following:-**

- a) For delay up to 03 days 1% per day of the value of the order remaining balance for execution.
- b) For delay more than 03 days to 07 days 3% per day **of the value of the balance order.** For delay of more than 7 days EMD and security would be forfeited **and** no payment would be made **for the work done.**
- c) **The Chief Electoral Officer, Haryana shall also be entitled to get the remaining work done at the risk and cost of the bidder.**

17. Payment Terms

- a) No bill would be entertained, unless it is submitted in triplicate and accompanied by **one** printed sample **of each printed material/** acknowledged/ delivery voucher duly signed by the authorized Officer of concerned District Election Office.
- b) 75% of the payment of the bill(s) would be released within 45 days on completion of printing job supported with delivery vouchers duly signed and stamped by the representatives of office of the Chief Electoral Officer, Haryana.
- c) Balance 25% payment would be released within 2 months **of** completion of **whole work covered / allotted under** this contract.

18. Arbitration Clause:

All disputes arising out of this contract would be referred to sole arbitrator i.e. Commissioner & Secretary, Elections Department, Haryana or an officer appointed by the Govt. of Haryana whose decision would be final and **binding upon** both parties.

19. Jurisdiction of the civil Court.

All disputes would be settled at Chandigarh. The Courts at Chandigarh would only have the jurisdiction to entertain and adjudicate upon any dispute arising out of the terms and conditions of the tender.