

TENDER DOCUMENT

For

Printing of Multiple Copies

Of

Photo Electoral Rolls

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

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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
30-BAYS BUILDING (3rd FLOOR), SECTOR 17-B, CHANDIGARH-160017**

IMPORTANT DATES – REGARDING

Tender No. Election/2011-2012

Starting Date of Sale of Tender Document	From 27.09.2011 to 20.10.2011 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 20.10.2011 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 12:00 Noon on 20.10.2011 at O/o the Chief Electoral Officer, Haryana, 30-Bays Building (3 rd Floor), Sector 17-B, Chandigarh - 160017.
Opening of Tender	At 3-30 P.M. on 20.10.2011 at O/o the Chief Electoral Officer, Haryana, 30-Bays Building (3 rd Floor), Sector 17-B, Chandigarh - 160017.

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TENDER No. Election/2011-2012

SECTION 1: INVITATION TO BID

1.1 Instruction & item for Bidding: -

Bids are invited by the Election Department, Haryana from the reputed Printers/Firms with minimum turnover of ` Five 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 strictly in accordance with the PDF/ CDs to be supplied by the Election Department, Haryana.

Approximately quantity is 2 lac pages with 15-20 copies. Quantity may vary. Rate would be quoted as per printed sample.

1.1.1 Printing should be through high speed Laser Printer using original toners.

1.2 Scope of Work: -

- A) The number of copies to be printed of each page would be 15-20 copies approximately.
- B) The printed Electoral Rolls would be stitched part-wise.
- C) The paper on which printing is to be got 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.
- D) The bidder would do printing through High Speed Laser Printer using original toner. From the 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 20.12.2011 onwards and return/dispatch the ready material to the authorized representative of the Department by 30.12.2011. Normal time to be allowed for printing per C.D. would be 48 hrs.
- 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.

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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 9.00 A.M. to 4.00 P.M. on all working days viz. Monday to Friday.
- 2.3 The sealed bids would be accepted till 12.00 Noon on 20.10.2011.
- 2.4 The bid would be opened at 3-30 P.M. on 20.10.2011. The bidders or their authorized representatives are invited to be present.
- 2.5 The address for all the above activities is:
**Chief Electoral Officer, Haryana
30 Bays Building, Sector 17-B, Chandigarh – 160017.**

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

The Election Department reserves the right to allot the job/work of preparation of Multiple Copies of Electoral Rolls among the selected Bidders /party(s).

4. The Chief Electoral Officer, Haryana has the right to accept any Bid or to reject any or all bids.

- 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 official would be at any point of time, be free to visit the premises where the job is being executed to ensure that the process are followed as specified in the tender. Any fault by the tenderer is liable for the cancellation of the order/imposing suitable penalty.
- 4.3 The Chief Electoral Officer, Haryana reserve 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 Chief Electoral Officer, Haryana as well as capacity of printing of 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.
- 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.

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4.5 Only those printing presses/firms having sufficient High Speed Laser Printer in-house for printing would be considered. There should be sufficient space in the press for storage.

5. Earnest Money Deposit (EMD)

5.1 The EMD would be of ` 10,000/- (Rupees Ten Thousand 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.

5.2 The EMD should be enclosed along with the bid for the amount specified at Clause 5.1.

5.3 The Chief Electoral Officer, Haryana would retain the Earnest Money Deposited for a maximum period of one year from the date of opening of the bid. However, the amount of payment due can be treated as EMD and the deposit can be refunded.

5.4 If the validity of the tender is extended the validity of EMD would have to be extended.

5.5 No interest would be payable by the Chief Electoral Officer, Haryana on the Earnest Money deposited by Bidder.

5.6 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.

5.7 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.

5.8 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.

5.9 The order can be split into 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 to L1. In such eventuality the EMD of all consenting firms shall be retained.

5.10 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 along with their bids to facilitate refund of earnest money in time.

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6. Period of Validity of Bids

Bids should remain valid for at least one year and shall be extendable for further 2 years with mutual consent after the date of opening of bid. A bid valid for a shorter period would be rejected.

7. Terms and Conditions of Tendering firms

The Bidder should submit their bids in the Tender Document only. Printed terms and conditions of the bidder in any other format would not be considered.

8. Bid Requirements

8.1 The Bidder must quote 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 to the Election Department which would be equal to 10% of the total value of the job or ` 50,000/- 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 Telex/E-mail/Fax and incomplete bids would 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 D2.

8.6 The bidder shall state that they had never been black listed by any State/Central Govt. departments/Boards/Corporations etc.

There would be one last page of each part in which one side printing would be required. For all such pages, payment would be made@75% of the rate of printing per page i.e. 25% deduction would be made for non-printing on one side.

9. Contents of Bid

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

- i) Earnest Money
- ii) Bidders Particulars (Annexure-D1)
- iii) Detail of the High speed Laser Printer (Annexure-D2)

1st
Envelope

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2nd
Envelope

iv) Bid Letter (Annexure-D3)

v) Bid Form (Annexure-D4)

1st Envelope shall be opened first and all the details & eligibility shall be checked first and gaps are to be filled up 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 with the committee opening the bid.

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 bidders/representatives who are present would sign a register evidencing their attendance. The Bidder's representative would furnish letter of authority from their principals to attend the bid opening. Tenders would be opened on a scheduled date and time.

SECTION II – TENDER TERMS AND CONDITIONS

11. Standards

The printing of required copies would be on A-4 size (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 testing would be decided by the office of the Chief Electoral Officer, Haryana.

12. Security Deposit

12.1 Within 3 working days, the successful bidder would furnish security to the office of the Chief Electoral Officer, Haryana which would be equal to 10% of the total value of the job allotted in the form of Fixed Deposit in favour of Chief Electoral Officer, Haryana to the Election Department or ` 50,000/- whichever is higher.

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 one year. In the event of non-execution of the job, this deposit would be forfeited. Further, if the office of the Chief Electoral Officer, Haryana has to get the job done or part of it 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 this

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security deposit. The office of the Chief Electoral Officer, Haryana against security deposit, can also make any other adjustments for default on part of bidder. The EMD of the successful bidder can be adjusted against 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 of the successful bidder to comply with the requirements would constitute sufficient ground for the annulment of the award and forfeiture of the bid Security Deposit besides blacklisting the Firm/Printer.

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.

14. Secrecy & security of data & Information

The Bidder would not use Document(s) and data for any 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 your contract and forfeit the security deposit and no payment would be made for the work.

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.

16. Penalty clause

The Complete Job/order should be executed within scheduled period starting from the date of handing over the original documents, failing which penalty for late execution of the order would be levied on the amount payable as under. The party would submit two copies of the printed material (duly bound in 2-3 parts) along with original documents as proof that the printing has been done in the stipulated period, and would obtain due receipt from the authorized person of this office:-

- a) For delay up to 03 days 1% per day of the value of the balance order.
- b) For delay more than 03 days to 07 days 3% per day, for delay more than 7 days EMD and security would be forfeited, no payment would be made.

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17. Payment Terms

- a) No bill would be entertained, unless it is submitted in triplicate and accompanied by two printed sample/acknowledged/delivery voucher duly signed by the authorized Officer of office of the Chief Electoral Officer, Haryana.
- 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 after within 2 months completion of all work related to this contract.

18. Arbitration Clause:

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. All disputes arising out of this contract would be referred to sole arbitrator i.e. Commissioner & Secretary, Elections Department-cum- office of the Chief Electoral Officer, Haryana or an officer appointed by the Govt. of Haryana whose decision would be final and acceptable to both the parties.

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Tender Form No. /11

Annexure D1

BIDDERS PARTICULARS

(to be given in separate envelope I with EMD as this would be examined before opening the bid and the gaps would be required to be filled in advance)

(BIDDERS SHOULD FURNISH ANSWERS TO ALL THE QUESTIONS BELOW. BIDDERS MAY PLEASE NOTE THAT IF THE ANSWERS SO FURNISHED ARE NOT CLEAR AND/OR ARE EVASIVE, THE ENTRY WOULD BE LIABLE TO BE IGNORED.)

1. Your permanent Income Tax A/C No.
2. Name & full address of your Banker

A/c No.
3. Business name and Constitution of the firm.
4. Is the firm registered? If yes, under which Act:
(a) The Indian Companies Act, 1956 (b) The Indian Partnership Act, 1932 (Please also give name of partners) (c) Any other Act.
5. Name of the owners / promoters / partners (Please give full names and address).
6. For Partnership firms state whether they are registered or not registered under Indian Partnership Act, 1932. Should the answer to this question by a Partnership firm be in the affirmative, please state further:-
 - (a) Whether by the Partnership agreement, authority to refer disputes concerning the business of the partnership to arbitration has been conferred on the partner who has signed the tender.
 - (b) If the answer to (a) is in the negative, whether there is any general power of attorney executed by all the partners of the firm authorizing the partners who signed the tender to refer dispute concerning business of the partnership to arbitration.
 - (c) If the answer to either (a) or (b) is in the affirmative furnish a copy of either the partnership agreement or the general power of attorney as the case may be.

N.B.

- (1) Please attach to the tender a copy of either document on which reliance is placed for authority of partners or the partners signing the tender to refer disputes to arbitration.

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The copy should be attested by a Notary Public or its execution should be admitted by Affidavit on a stamped paper by all the partners.

- (2) Where authority to refer disputes to arbitration has not been given to the partners signing the tender the tenders must be signed by every partner of the firm.
7. We have not been blacklisted by any Govt. Department/ office.
8. I have read all the instructions carefully.

Signature of Witness:
Full name & address of
Witness in Block letters

Signature of Bidder

(1) Full name and address of the persons
Signing (In BLOCK letters)

(2) Whether signing as Proprietor/Partner
Constituted Attorney/duly authorized
By the Company.
(seal)

Date:

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Tender Form No. _____ /11

Annexure D2

<u>BIDDER's PROFILE</u>	
(In Envelope I with D1)	
1. Date of Incorporation/Agreement/ Partnership:	
2. Particulars of Business, if any:	
Name of Office:	
Name of Premises/Building/Village:	
Area/Locality/Sub-division:	
Town/City/District:	
State/Union Territory:	
Telephone Nos:	
No. of Branches:	
Nature of Business:	
3. Income Tax PAN No:	
4. Turnover in the last three financial years duly verified by the CA:	2008-09, ` _____ (Please attach 2009-10, ` _____ copies of audited 2010-11, ` _____ operating A/cs)
5. Names, Addresses etc. of Partners/Members/Directors (For information about more persons, please add separate sheet(s) in the format given below):	

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Details of Partners/Members/Directors:	
No. of Partners/Members/Directors:	
Full Name:	
Name of Premises/Building/Village:	
Area/Locality/Sub-division:	
Town/City/District:	
State/Union Territory:	
Telephone Nos:	
Income Tax PAN No.	
Sales Tax No. / or VAT	

6. Details of High speed Laser Printers:

Make of the Machine	Year of Installation	Printing Size of the Machine	No. of pages printed at a time	Capacity per day (8 hours)

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Location area of the working premises where machines are installed (Please mention address, space available, various in-house facilities available etc.)	
8. Bank details	
Bank Name:	
Branch:	
Bank Account No:	
Type of Bank Account	
9. Declared capacity of pages per day:	
Date:	Signature of Tenderer
Seal:	Name:
	Status/Designation:
Note: Furnish separate profiles, if desired	

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Tender Form No. _____ /11

Annexure-D3

BID LETTER

(To be given in sealed Envelope II with D3)

To
Chief Electoral Officer, Haryana
30 Bays Building, Sector 17-B,
Chandigarh.

Ref: Tender for printing of multiple copies-2011.

Sir,

We declare:

- 1.1 We hereby offer to do the printing job of A-4 size (both side printing) on 80 GSM as per ISI specification No. 1848-1991 amended up to date Quality white paper on High Speed Laser Printer using **original toners** at the following rate: -
 - a. \per leaf (both side printing) Copies
 - b. \per leaf (both side printing) Copies
 - c. \per leaf (both side printing) Copies
- 1.2 Per day capacity _____ pages (..... copies of each).
2. Period of Delivery: We do hereby undertake, that in the event of acceptance of our bid, the printing job would be completed within the stipulated period.
3. Term of Delivery: The prices quoted are inclusive of paper as specified High Speed Laser Printing, Stitching, Taxes if any and all other charges / expenses including freight and Octroi etc. Payment in the cases where printing is done only one side as per the client deptt., the payment would be made @ 75% of the given rate.
4. We agree to abide by our offer for a period of one year from the date fixed for opening of the Tenders and that we would remain bound by a communication of acceptance within that time. All printing work of deptt. would be done under this contract.

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5. We hereby certify that we have read and understand the terms and conditions of the tender and the conditions of the Contract applicable to the tender and we do hereby undertake to supply as per these terms and conditions.
6. Certified that the Bidder is:
A sole proprietorship firm and the person signing the tender is the sole proprietor/constituted attorney of the sole proprietor.

Or

A partnership firm, and the person signing the tender is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney.

Or

A company and the person signing the tender is the constituted attorney.

NOTE: Delete whatever is not applicable. All corrections/deletions should invariably be duly attested by the person authorized to sign the tender document.

7. We do hereby undertake that until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the Contract would constitute a binding Contract between us.

Dated: this _____ day of _____ 2011

Signature of Bidder

Details of enclosures

Full Name: _____

Full address: _____

Telephone No. _____

E-mail: _____

Fax No. _____

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Tender Form No. _____/11

Annexure-D4

BID FORM

(In a separate Envelope II)

Date: _____

Chief Electoral Officer, Haryana
30 Bays Building, Sector 17-B, Chandigarh

Reg. Tender for printing of multiple copies – 2011.

Sir,

Having examined the Bidding Documents of Tender _____ I/we, the undersigned, offer to do the printing job on A-4 size documents on 80 GSM as per ISI specification No. 1848-1991 amended up to date Quality white paper (both side printing) in conformity with the said Bidding Documents for same as may be ascertained in accordance with the Schedule of Prices provided in the bid.

I/We undertake, if our bid is accepted, to commence the work immediately and to complete printing job specified in the Contract within the stipulated period calculated from the date of receipt of your Award. If our bid is accepted we would submit a fixed deposit from a Scheduled Bank for a sum equivalent to 10% of the Contract Price or ` 50,000/- whichever is higher for the due Performance of the Contract.

I/We agree to abide by this bid for a period of one year from extendable for 2 years the date fixed for bid opening under Clause 6 of the instructions to bidders and it would remain binding upon us and may be accepted at any time before expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and date of award, would constitute a binding Contract between us.

I/We understand that you are not bound to accept the lowest or any bid you may receive. We also understand that you have the right to vary the quantities and/or split the total order among the Bidders.

Ii/We understand that 25% of these rates per leaf shall be deducted in case of single side printing. Our rate per leaf inclusive of all expenses (paper + printing + overheads including taxes) is (_____) per leaf (one side).

Dated _____ Day of _____ 2011

Signature & Seal

(in the Capacity of)

Only Authorized to sign bid for and on behalf of _____