

OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI
OLD ST. STEPHEN'S COLLEGE BUILDING,
KASHMERE GATE, DELHI – 110006
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TERMS AND CONDITIONS OF E-TENDERING FOR PRINTING (LASER) WORKS

On-line tenders are invited under two bids system for printing (laser) / other misc. printing works for a period of two years, from Reputed Agencies/Firms having experience of at least three years in printing (laser) other similar works to the departments of Central Govt./State Govt. , PSUs etc

The tender can only be submitted online on the website <https://govtprocurement.delhi.govt.in> before the last date and time of submission of tender mentioned in the schedule of the tender. The schedule of tender is as follows :

1. SCHEDULE OF TENDER :

SCHEDULE OF TENDER	
Tender Id	2017_CEO_128961_1
Name of the Tender	Printing(Laser) works.
Estimated Annual value of the work	Rs. 5,00,000/-
Date of Release of Tender through e-procurement solution	16/05/2017
Pre-bid meeting/conference	19/05/2017
Last date for submission of online tender	30/05/2017 upto 1.00 PM
Earnest Money Deposit required	Rs.10,000/-
Last date of submission of EMD	30/05/2017 upto 1.00 PM
Date of opening of technical bid	30/05/2017 at 3.00 PM
Date of opening of Financial bid	31/05/2017 at 3.00 PM

2. The name of the work, estimated value of work, EMD required are as under :

S.No	Name of the work and specifications required	Estimated value of the work of 1 year (in Rs.)	Earnest money deposit required (in Rs.)
1	Printing (laser)works :Printing (Laser) black/Multi-colour, single side /both side A-4 (75gsm) white paper of high grade quality	Rs.5,00,000/-	Rs.10,000/-

3. Eligibility criteria :

The basic eligibility criteria for submission of bids are as follows :-

- (i) The bidder must be a reputed Firm/Company/Agency who deals in printing(laser) and other misc printing works for a period of at least preceding three s (03) financial years in India i.e. 2014-15 , 2015-16 & 2016-2017.
- (ii) The Firm/Company/Agency must be incorporated or registered in India under the relevant laws during preceding three financial years.

- (iii) The bidder's minimum average annual turnover during the last three preceding financial years i.e. 2014-15 , 2015-16 & 2016-2017 should be Rs.1,50,000/-.
- (iv) The bidder shall have an experience and past performance of Printing (laser and other misc. printing works during preceding three financial years in any Government Department /Public sector undertaking (PSUs) as given below:

S.No.	Condition	Amount
A	Three similar completed works	Rs.2.00 lakhs
B	Two similar completed works	Rs.2.50 lakhs
C	One similar completed work	Rs.4.00 lakhs

The bidder must furnish the certificate from the concerned organization/department regarding successful completion of work mentioned above.

- (v) The bidder blacklisted by any of the Govt. Department/Organization is not eligible to participate in the tender.
- (vi) The bidder must have valid PAN No. under IT Act, valid TIN No. under VAT Act,

A bidder must fulfill all the criteria mentioned above in Para-3 (Eligibility Criteria), failing which bidder shall not be considered for opening of Financial Bid.

4. Technical and Financial Bid :

- (i) The bidder should submit online Technical Bid and Financial Bid.
- A. Technical Bid - It should contain the document as mentioned in the Clause 4 (ii) below.
- B. Financial Bid - Should have only price / rate quoted by the bidder.(Annexure-V)
- (ii) The Bidder shall submit the following documents along with the Technical Bid:
- Performa for Bidder's particulars (Annexure- I).
 - Performa for Technical Bid (Annexure- II).
 - Performa for Past experience/ works executed (Annexure-III).
 - Performa for details of Turnover (Annexure- IV).
 - Self-attested copy of Valid Registration certificate of Firm/Company/Agency.
 - Self-attested copy of Valid PAN No. of the Firm/company/Agency.
 - Self-attested copy of Valid TIN No. of Firm/Company/Agency.
 - Letter of Authorized Signatory
 - Audited balance sheet of the last 03 years, ending 31st march of the previous financial year i.e. 2014-15 , 2015-16 & 2016-2017 (showing minimum average annual turnover as specified in column 3 (iii) from the activity of printing (laser/ other misc. printing works . The balance sheet should be duly authenticated by a Registered Chartered Accountant. A statement in the prescribed format should also be submitted in this regard in the Technical Bid in (Annexure- IV).

- j. Proof of experience (work orders etc.) supported by documents from the concerned organizations (Government/Public Sector Undertakings). Information in Annexure- III duly filled to be submitted in the Technical bid along with certificate of satisfactory completion of work.
- k. The bidder shall deposit Earnest Money Deposit (EMD) physically in Room no. 7, P&I Cell of this office (As per details given below) in the form of A/c payee Demand Draft/Fixed Deposit Receipt/Bank Guarantee from any Nationalised/Scheduled/ Commercial Bank located in India payable at Delhi drawn in favour of DDO, Chief Electoral Officer, Delhi before the last date and time prescribed for physical submission of EMD. The EMD of this bid is Rs.10,000/-. The Earnest money will be forfeited in case the bid is withdrawn during the period of tender's validity or if the successful bidder refuses to execute the contract or fails to furnish the required Performance Security within the stipulated time.
- l. An Undertaking to the effect that the Firm/Company/Agency has not been blacklisted by any of the Department/Organizations of the Govt. of India/State Govt./Government of NCT of Delhi/PSUs and no criminal case is pending against the said Firm/company/Agency.

All documents/Annexure uploaded/submitted in Technical & Financial bids should be duly signed and stamped by authorized signatory of bidder.

5. Scope of Work :

Printing (laser) / other misc. printing work on A-4 (75gsm) papers (single side/double side/colour/black & white) from time to time during the validity of contract as per requirement. The department has incurred a sum of Rs.5,00,000/- (approx) on such activities during last financial year.

6. Penalty For Delay :

- (a) The bidder should be able execute the printing work as per the schedule given in the work order, depending upon the quantum of work. Violation will attract the penalty as mentioned below. No extension of time shall be allowed.
- (b) For any delay in the supply of printed material, the contractor shall be liable to pay a fine of Rs. 2000/- (Rupees Two Thousand) per day for each day of delay to the concern District Election Officer, Govt. of NCT of Delhi.
- (c) Also, the printer shall have to ensure the secrecy, security & prevention of misuse of data given to him for printing. In case of any breach of security of data, or its misuse, would invite severe punitive action, including both, civil & criminal prosecution, as per law, including blacklisting.

7. Other terms & Conditions :

- (i) The printer must quote the rates for printing work as per specifications/units, in Indian currency (Rupees) in figure as well as in words, The rates quoted shall be valid for a period of 24 months from the date of acceptance of the tender and may be extendable, if required, by mutual agreement. The rate quoted should be inclusive of all Taxes and levies.

- (ii) The bidder shall use the printing ink/toner of very high quality for the printing work. The printed document shall be clear and legible. The rates quoted by the bidder shall be inclusive of taxes as applicable. The price should be quoted F.O.R. Destination basis.
- (iii) The bidder must have capacity/ sufficient capability to carry out the work. The bidder will not be allowed to delegate/transfer/ assign the contract or any part thereof to some other party.
- (iv) In case of any lack of clarity/ sub-standard quality, the copies will be rejected & the bidder shall have to replace the copies with good quality copies at his own cost.
- (v) The bidder who is allotted the work of printing shall have to deposit a Performance Security Deposit equivalent to 10 % of the value of work allotted .in the form of a Bank Guarantee/Fixed Deposit in a Bank . In case of failure on the part of contractor to execute the work as per terms & conditions and to the full satisfaction of the Chief Electoral Officer, Delhi. The Performance Security Deposit furnished by him shall be forfeited to the Government. Besides it, firm may also be blacklisted.
- (vi) The bidder shall depute at least one liaison officer/ manager to deal & co-ordinate with the Office of Chief Electoral Officer, Delhi.
- (vii) The bidder will not use document(s) and data for any purpose and will not give the document(s) and data to any person/organization. The document(s) and election data will be sole property of the department. If at any movement of time, it comes to the notice of the department regarding misuse of document(s) and election data, the department has the right to cancel the contract and forfeit the performance security and no payment will be made for the work and criminal case will be registered against the party/vendor.
- (viii) The successful bidder has to submit an undertaking to the Chief Electoral Officer, Delhi regarding maintaining secrecy of data provided to him along-with agreement.
- (ix) Each bidder should also submit (i) 04 printed sheets (02 each black & white and Colour with printing on single/both sides), (ii) specimen sheets of blank paper 75 GSM white paper of high quality physically by 30/05/2017 up to 01.00 PM at Room No.7, P&I Branch, CEO's office, Old St. Stephen College Building, Kashmere Gate, Delhi-110 006. Failing to submit the printed samples & specimen sheets, the bid shall be summarily rejected and no further enquires will be entertained in this regard.
- (x) The Chief Electoral Officer, Delhi reserves the right to inspect venues/units where the job is executed either by herself/himself or any other officer(s) authorized by her/him, to ensure the job is being executed as per the stipulated time schedule and to her/his satisfaction.
- (xi) Payments to the printing agency/contractor will be made by the P&I Branch of this office after the completion of work of printing to the full satisfaction of the CEO, Delhi and as per the agreement to be executed with the CEO, Delhi. Payment will be made within 45 days after receipt of the invoice/bill after due verification. Any tender bid with any condition with regard to advance payment at the time of delivery of sets shall not be considered.

- (xii) The successful bidder will have to sign an agreement with the Chief Electoral Officer, Delhi or officer authorized by him/her before the execution of the work and within seven working days of offer for award of work.
- (xiii) Earnest money Deposit will not be accepted in the form of Cash/Money order. The EMD shall remain valid for a period of three months. The EMD must be submitted physically in Room No. 7, P&I cell of the office of Chief Electoral Officer, Delhi by 1.00 PM on 30.05.2017. The tender must be submitted online on the website <http://govtprocurement.delhi.gov.in> before the last date & time prescribed for submission of tender. Tenders will not be accepted if sent by post or any other medium, under any circumstances.
- (xiv) Technical Bid of all the bidders will be opened on the day mentioned in the schedule i.e 30.05.2017 at 3.00 PM in the Chamber of Additional CEO, Office of Chief Electoral Officer, Delhi, Old St. Stephen's College Building, Kashmere gate, Delhi in the presence of bidders or their duly authorized representatives (in writing), who wish to be present on the occasion
- (xv) The Chief Electoral Officer, Delhi reserves the right to accept or reject one or all the tenders or accept any tender in part, without assigning any reason thereof.
- (xvi) The rates must be quoted for every item separately, as per Annexure-V ,
- (xvii) L-1 will be decided separately for every item.
- (xviii) The Chief Electoral Officer, Delhi also reserves the right to make panel of agencies at the approved and accepted lowest (L-1) rates. The Chief Electoral Officer, Delhi also reserves the right to award work to more than one bidder at the approved and accepted rate.
- (xix) The bidder may bid for any one items or for all items mentioned in clause 2 of tender document.
- (xx) Each and every document up-loaded along with bid should be signed by the Authorized signatory of the Company/Firm/Agency and same should be up-loaded along with bid.
- (xxi) The Firm/Company/Agency whom the work has been awarded should have sufficient capacity to carry out the work. The bidder will not be allowed to delegate/transfer/assign the contract or any part thereof to some other party.
- (xxii) Any person who is in Government service or an employee of the Department should not be made a partner to the contract, by the bidder directly or indirectly in any manner whatsoever.
- (xxiii) The rates quoted should be inclusive of all taxes/duties/levies and FOB destination basis. No additional charges /cost for transportation to the offices of Chief Electoral Officer, Delhi.
- (xxiv) Willing firms/companies/agencies are requested to visit website <https://govtprocurement.delhi.gov.in> for detailed information and may inquire at phone No.011-23918951 /011-23994417 with the Election Officer (P&I) , CEO Office for any clarification. For assistance in filing tender on above website, the bidder may also contact Helpdesk at 6th Floor, Vikas Bhawan II, Upper Bela road, Delhi-110054. A pre-bid conference will be held on 19/05/2017 at 3.00 PM in the chamber of Addl. CEO, O/o CEO, Delhi, for clarifying issues and clearing doubts, if any , about the specifications and other allied technical/procedural details of the items required.

(xxv) No advance payment will be made in any circumstances.

8. **IN SOLVENCY :** That in the event of the Contractor being adjudged insolvent (or in the case of company passing any resolution or making any order for winding up, whether voluntary or otherwise) or in the event of the contractor failing to comply with any of the conditions herein specified, the CHIEF ELECTORAL OFFICER, DELHI, shall have the power to terminate the contract without any notice and without obligation.

9. **Force Majeure:** If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge his obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to if any or seven days, whichever is more, either party may at its option terminate the contract.

10. **Arbitration clause :**

(i) In the event of any question, dispute or differences arising between the parties relating to the interpretation and application of the provision of this agreement, such disputes or differences shall be resolved amicably with the mutual consultations and on failure to do so shall be referred for arbitration. The decision of the Arbitrator to the agreement in this regard shall be final and binding upon both the parties.

(ii) The parties shall continue to perform their obligations under this agreement during arbitration proceedings. The location for arbitration will be within NCT of Delhi. Arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996. Further, the power to appoint an Arbitrator vests with Lt. Governor of Delhi.

(iii) Any dispute shall be subject to exclusive jurisdiction of Delhi Courts.

(B.K. SINGH)
Election Officer (P&I)

All the terms & conditions (Sl.No.1 to 10) are accepted and binding on me/us.

(Signature of the bidder)
(Rubber seal)

AGREEMENT

This agreement is made & entered into at Delhi, this day of _____ between _____ (hereinafter called the Contractor), which expression shall unless excluded by or repugnant to the context, to be deemed to include their heirs, successors, representatives, administrators, executors & assigns & having its registered office at _____ acting through its Proprietor/Partner/Director (Sh./Smt./Ms. _____) of the one part & the President of India through the Chief Electoral Officer, Delhi which expression shall unless excluded by or repugnant to the contest be deemed to include his successor in office & assignees of the second part.

Whereas the Contractor has agreed to undertake the work of laser /offset and other misc printing works on the terms & conditions hereinafter appearing.

Whereas the Contractor has agreed to undertake the work of Printing(laser) printing on A-4 (75gsm) the terms & conditions hereinafter appearing.

1. **RATES :** That the rates (inclusive of all taxes/ levies) shall be as under :

S.No	Name of the work and specifications	Unit	Rate (in Rs.)
1	Rate of Printing (Laser) black, single side A-4 (75gsm) white paper of high grade quality	Per paper (leaf)	
2	Rate of Printing (Laser) black, on both side A-4 (75gsm) white paper of high grade quality	Per paper (leaf)	
3	Rate of Printing (Laser) mutli- colour, single side A-4 (75gsm) white paper of high grade quality	Per paper (leaf)	
4	Rate of Printing (Laser) multi-colour , on both side A-4 (75gsm) white paper of high grade quality	Per paper (leaf)	

2. That the rates quoted shall be valid for a period of 24 months from the date of acceptance of the tender and may be extendable, if required, by mutual agreement. The rate quoted should be inclusive of all Taxes and levies.
3. The contractor shall have to complete the work, including delivery of the printed work to the Office of Chief Electoral Officer, Delhi within Seven (07) days (excluding the day of handing over final design to printer) from the date of supply of design . No extension of time shall be allowed.
4. For any delay in the supply of printed material, the contractor shall be liable to pay a fine of Rs. 2000/- (Rupees Two Thousand) per day for each day of delay.
5. The printer shall have to ensure the secrecy, security & prevention of misuse of data given to him for printing. In case of any breach of security of data, or its misuse, would invite severe punitive action, including both, civil & criminal prosecution, as per law, including blacklisting.
6. The bidder must have capacity/ sufficient capability to carry out the work. The bidder will not be allowed to delegate/transfer/ assign the contract or any part thereof to some other party.
7. In case of any lack of clarity/ sub-standard quality, the copies will be rejected & the bidder shall have to replace the copies with good quality copies at his own cost.

8. Payment will be made by the P&I Branch within 45 days after receipt of the invoice/bill after due verification.

9. All the terms and conditions of the tender documents shall be part of the agreement.

11. **Arbitration clause :**

(i) In the event of any question, dispute or differences arising between the parties relating to the interpretation and application of the provision of this agreement, such disputes or differences shall be resolved amicably with the mutual consultations and on failure to do so shall be referred for arbitration. The decision of the Arbitrator to the agreement in this regard shall be final and binding upon both the parties.

(ii) The parties shall continue to perform their obligations under this agreement during arbitration proceedings. The location for arbitration will be within NCT of Delhi. Arbitration procedure will be as per Indian Arbitration and Conciliation Act, 1996. Further, the power to appoint an Arbitrator vests with Lt. Governor of Delhi.

12. Any dispute shall be subject to exclusive jurisdiction of Delhi Courts.

In witness whereof the parties to this agreement have set their hands on the day & year herein first written above.

Witnesses: -
Name:
Address:

For & on behalf of Agency

Witnesses:-

2.

Name:
Address

For & on behalf of
the President of India

PERFORMA FOR BIDDER'S PARTICULARS(Enclose with technical Bid)

1	Name of Work/Tender				
2	Name of the Firm/Company/Agency				
3.	Permanent office Address of the Firm/Company/Agency.				
4.	Telephone Number of Firm/Company/Agency: Office Mobile No. Fax no. Email ID	<hr/> <hr/> <hr/> <hr/>			
5.	Office address in Delhi/NCR (if any)				
6.	Telephone Number of Delhi office Office Mobile No. Fax no. Email ID	<hr/> <hr/> <hr/> <hr/>			
7.	Name of all Directors/Partners/Proprietor etc				
8.	Name & Designation of Authorized signatory				
9.	Telephone Number of Authorized signatory : Office Mobile No. Fax no. Email ID	<hr/> <hr/> <hr/> <hr/>			
10.	PAN No.				
11.	TIN No.				
12.	Details of EMD (to be deposited in the form of DD/FDR/BG)	Amount	DD/FDR/BG Number	Date	Drawn on

Declaration by the bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

(Signature of the bidder)
Name of bidder (with seal)

PERFORMA FOR TECHNICAL BID
FOR PRINTING (LASER) ON A-4 (75GSM)

S.N o	Name of Desired documents	Whether copy of desired certificates/ documents enclosed/ uploaded
1.	Performa for Bidder's particulars in Annexure-I	Yes/No
2.	Details of Experience & Past performance for printing (laser)/ Offset/flex/printing /other similar works during last 3 financial years in any Government /authority/department/ autonomous body of State / central Govt. in Annexure-III	Yes/No
3.	All Documentary proof of experience/ Past Performance claimed in Annexure- III (A)	Yes/No
4.	All Documentary proof of infrastructure/capacity claimed in Annexure- III(B)	
5.	Details of Turnover in last 3 financial years in Annexure- IV	Yes/No
6	Audited Balance Sheets of last three financial years showing average annual turnover as mentioned at clause No. 3(iii)	Yes/No
7.	Self-attested copy of Valid Registration certificate of firm/company/agency.	Yes/No
8.	Self-attested copy of Valid PAN No. of the firm/company/agency.	Yes/No
9.	Self-attested copy of Valid TIN No. of firm/company/agency	Yes/No
10	Letter of Authorized Signatory	Yes /No
11	Bank Draft/FDR/BG for Rs. _____ in favour of the Chief Electoral Officer, Delhi as Earnest Money Deposit (EMD).	Yes/No
12	Undertaking that the firm/company/agency is not declared black listed by any Government /authority/department/autonomous body of State / central Govt.	Yes/No

All documents/Annexure uploaded/submitted in Technical & Financial bids should be duly signed and stamped by authorized signatory of bidder

(Signature of bidder)
(Rubber seal)
Name of bidder

ANNEXURE- III

A. Past experience /work of printing (laser)/ other misc. printing works of Central Government or State Government or PSU etc.

Sr. No.	Name of work and year of award	Name of Organization / Agency who had awarded the work	Volume of laser Printing Handled	Total Cost of work (in Rs.)	Remarks
1	2	3	4	5	6

Certificate of satisfactory completion of work from the concerned department/ organization must be enclosed with this Performa

B. Details of infrastructure / Capacity of available with the bidder:

(i)	No. of laser printing machines installed with the details of make/ type .	
(ii)	Capacity to printer paper(leaf)(back to back) printing per day	
(iii)	Capacity to printer paper(leaf)(single side) printing per day	
(iv)	Manpower (printing related)	
(v)	Address(s) where printing job is to be executed	
(vi)	Proof of ownership of printing machines/ printers	

(Signature of the bidder)
Name of bidder (with seal)

Details of Average Turnover

S.No	Financial Year	Turnover of the firm/company/agency from the work of printing (laser)/ other similar works (in Rs.)
1	2014-15	
2	2015-16	
3	2016-17	
4.	Average Turnover of preceding three financial years	

(Signature of the bidder)
Name of bidder (with seal)

Financial Bid

S.No	Name of the work and specifications	Unit	Rate (in Rs.) Inclusive of all taxes / levies
1	Printing (Laser) black, single side A-4 (75gsm) white paper of high grade quality	Per paper (leaf)	
2	Rate of Printing (Laser) black, on both side A-4 (75gsm) white paper of high grade quality	Per paper (leaf)	
3	Rate of Printing (Laser) mutli- colour, single side A-4 (75gsm) white paper of high grade quality	Per paper (leaf)	
4	Rate of Printing (Laser) multi-colour , on both side A-4 (75gsm) white paper of high grade quality	Per paper (leaf)	

Signature of bidder