

**GOVERNMENT OF NCT OF DELHI  
OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI**

**OLD ST. STEPHEN'S COLLEGE BUILDING, KASHMERE GATE, DELHI.**

NO.:CEO/P&S/(7)/2012-13

**TENDER DOCUMENT FOR PRINTING (LASER) OF PHOTO ELECTORAL ROLL/VOTER SLIP:  
THE TENDER IS INVITED UNDER TWO BID SYSTEM i.e. TECHNICAL BID AND FINANCIAL BID**

**Last Date for submission of Online Tender is 09/10/2013 upto 11:00A.M.**

**Date & time of opening of Tender(s):**

- (i) Technical Bid on 09/10/2013 at 12:00 Noon**
- (ii) Financial Bid on 11/10/2013 at 3:00 P.M.**

**Terms & Conditions:**

**Condition No.1**

Technical Bid --Form—A & Form-I should be filled up in all respect and uploaded.  
Financial Bid --Form--B should be filled up in all respect and uploaded.  
Incomplete tender form shall be summarily rejected. The Financial Bid of the bidder will be considered / opened only if the bidder qualifies and fulfills all requisite conditions given in Form – ' A ' (Technical Bid) alongwith 'Form-I' and attaches/ uploads all requisite documents listed in 'Condition No.18'. The bidder or their authorized representative may also participate at the time of opening of Technical Bid & Financial Bid

**Condition No.2**

EMD: Original **EMD of Rs.2,00,000/-** shall have to be submitted in physical form in sealed envelope latest by **09/10/13 up to 11:00 A.M.** at Room No.7, P & I Branch, Office of the Chief Electoral Officer, Old St.Stephens College Building, Kashmere Gate, Delhi in the form of DD/Pay Order drawn on any nationalized bank and payable at Delhi in favour of DDO, CEO Office, Delhi. **Tender bid received without EMD or EMD for lesser amount will be summarily rejected.** The earnest money will be liable to be forfeited if the tenderer withdraws, amends, impairs or derogates from the tender in any respect within the period of validity of their tender. Any bid with any kind of condition shall not be considered and shall be liable to be summarily rejected.

**Condition No.3**

- (a) The tentative number of sets of Electoral Rolls to be printed for all the 70 Assembly Constituencies of Delhi are as under:-
  - (i) 04 Sets of Draft Electoral Rolls in English
  - (ii) 10 Sets of Draft Electoral Rolls in Hindi
  - (iii) 07 Sets of Final Electoral Rolls in English
  - (iv) 12 Sets of Final Electoral Rolls in Hindi

The number of tentative sets may, however, vary. In total, for all 70 Assembly Constituencies and including for all sets mentioned above, there will be approximately 40 Lakhs (forty lakhs) Papers (leafs) for a Draft Roll and 57 lakhs (fifty seven lakhs) Papers (leafs) for a Final Roll, including both languages (Hindi & English), printed on both sides of the paper (leaf). However, some papers are required to be printed on one side only. The quantity may, however, vary.

- (b) In addition to printing of Electoral Rolls, Voter Slips also are to be printed from Electoral Roll database as per specification which would be given at the time of work order. There will be approximately 13 lakhs papers (leafs) in one set of Voter Slips of all 70 Assembly Constituency of Delhi to be printed on one side of paper (leaf) only. The tentative number of sets of Voter Slips would be two (02), however exact numbers of sets will be informed later on as per instructions of ECI & requirement.

**Condition No.4:**

The printer must quote the rates for printing on single side and both sides of the paper (leaf) separately, in Indian currency (Rupees) in figure as well as in words. **The successful binder (L-1) shall be identified separately for printing on both sides of the paper (leaf) and printing on single side of paper (leaf).** The rates quoted shall be valid for a period of 12 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.

**Condition No.5:**

Printing will be done on A-4 size 75 GSM paper of JK /Ballarpur Mill Paper or equivalent grade/quality. The tenderer 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 tenderer shall be inclusive of taxes as applicable and all costs i.e. cost of paper, ink or toner, stitching, set making polling station wise and Assembly Constituency wise, cartage charges for delivery of printed electoral rolls to respective Voters' Centre. The price should be quoted F.O.R. Destination.

**Condition No.6:**

The tenderer must have capacity/ sufficient capability to carry out the work. The tenderer will not be allowed to delegate/transfer/ assign the contract or any part thereof to some other party.

**Condition No.7:**

(a) The tenderer should be able to print the photo Electoral Rolls/ Voter Slips from the CD containing data of Photo Electoral Rolls/ Voter Slips in PDF which shall be supplied to him by the District Election Officers/ SDMs (Election) concerned. The tenderer shall have to complete the work, including delivery of the printed electoral rolls in all the Voters' Centres within **Seven (07) days (excluding the day of handing over PDF to printer)** from the date of supply of PDF. **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 Rupees Ten 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.

**Condition No.8:**

In case of any lack of clarity/ sub-standard quality, the copies will be rejected & the tenderer shall have to replace the copies with good quality copies at his own cost.

**Condition No.9:**

The tenderer 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 the name of the DDO of respective District Election Offices, Delhi. In case of failure on the part of contractor to execute the work as per terms & conditions and to the full satisfaction of the CEO/DEO/Electoral Registration Officer, the Performance Security Deposit furnished by him shall be forfeited to the Government. Besides it, firm may also be blacklisted.

**Condition No.10:**

Each tenderer should also submit 10 printed sheets (05 each with printing on single side and on both sides) as sample along with 05 specimen sheets of blank paper 75 GSM physically by 08/10/2013 **up to 11.00 AM** 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.

**Condition No. 11 :**

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.

**Condition No.12:**

Payments to the printing agency/contractor will be made by the DEO/DC of the District concerned after the completion of work of printing to the full satisfaction of the DEO/Electoral Registration Officers as per the agreement to be executed with the DEOs. Payment will be made by the DEO 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.

**Condition No.13:**

The tenderer shall enclose with the Technical Bid, self attested photocopy of his **TIN/Sales/ Service Tax registration certificate** issued from the office of the Commissioner, VAT/ Sales Tax of Delhi or States concerned having due validity. Copy of **PAN/GIR No.** issued by the Income Tax Department should also be submitted alongwith copies of Income Tax Returns & Balance Sheet of the Firm/ Company of last three assessment years. The bidder should have completed 3 works or more of similar nature, each having value of Rs.25 Lacs or above, during the last three years. The copy of Work Orders and the Completion Certificate of work/ order be added in support of their claim. The bidder should have his own printing press to complete the work within the stipulated time.

The bidder should also furnish a "Declaration" that the Firm/Company has not been blacklisted by any government department in non-judicial stamp paper of the value of Rs. 10/-.

**Condition No.14:**

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.

**Condition No.15:**

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 tenderer at the approved and accepted rate.

**Condition No.16:**

The successful bidder will have to sign an agreement with the DEO of the District concerned or with any other officer authorized by him/her before the execution of the work and within seven working days of offer for award of work.

**Condition No.17:**

That all disputes & differences arising out of this job/concerning this indenture, except those decision whereof is otherwise herein before provided for, shall be referred to the sole arbitration of any person appointed by the Chief Secretary, Delhi.

There will be no objection to any such appointment that the arbitrator is a Government servant that he had to deal with the matter to which this indenture related & that in the course of his duties as such Government Servant, he has expressed views on all or any of the matters in dispute of differences. The award of the arbitrator so appointed shall be final & binding on the parties to this contract.

**Condition No.18:**

List of Documents required to be uploaded by the bidder:-

- a) EMD details.
- b) Performance Certificates from the Organizations/ agencies who have awarded similar contracts.
- c) Copies of Tin/Sales Tax/ Service Tax registration certificate.
- d) Copies of PAN/GIR alongwith ITR & Balance Sheet of last 3 years.
- e) Address (es) of the premises where the job is to be executed.
- f) Undertaking on non-judicial Rs.10/- Stamp Paper by the bidder that the firm is not blacklisted by any Government/ Government agency till date.
- g) Proof of ownership of printing machines/ printers.

Signature and Seal of the Tenderer

## 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, Govt. of NCT of 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 printing of the Electoral Rolls/ Voter Slips from the master soft copy (*PDF*) from the Office of District Election Officer concerned & Electoral Registration Officer on the terms & conditions hereinafter appearing.

### 1. RATES

That the rates shall be **Rs. \_\_\_\_\_ per paper (leaf) for printing on one side and Rs. \_\_\_\_\_ for printing on both sides of the paper (leaf)** for laser printing of Electoral Rolls/Voter Slips, as per specific requirement of DEOs/EROs in the specified language, of all 70 Assembly Constituencies after receipt of the PDF files from the District Election Officers/EROs and **supply** the same **within 07 (seven) days** subject to the following conditions:-

- a) That the rates agreed shall be inclusive of all consumable costs, the cost of stitching, cutting & cartage (delivery of printed electoral rolls to respective Voters' Centers, F.O.R. Destination), etc. on this account and inclusive of all applicable taxes.
  - b) That the rates quoted shall be valid for a period of 12 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.
2. That the PDF files will be issued to the contractor in installments and laser printing will be done for the Electoral Rolls on both sides of A-4 size, 75 GSM white paper of JK/ Ballarpur or equal high grade quality.
  3. That the work of Laser Printing of Photo Electoral Roll/ Voter Slip shall have to be completed in all respects within stipulated time, failing which the firm shall be liable to pay a fine of Rs.10,000/- per day for each day of default to the concern District Election Officer, Govt. of NCT of Delhi.
  4. That the Contractor shall furnish 10% of estimated cost of work as performance security in the shape of Bank Guarantee/Demand Draft/ Fixed Deposit of any Nationalized Bank in favour of District Election Officer concerned, Delhi within 7 days from the issue of offer for award of work failing which the Earnest Money shall be forfeited to the Government & the contract awarded to any other firm. The Performance security should be valid 60 days beyond the completion of the contract.

5. That in no case the job of printing shall be done at the premises other than those declared by the Contractor. In case any information furnished by the Contractor proves to be false, his/their contract shall be liable to be terminated & the work if allotted shall be withdrawn & no payment shall be made.
6. The firm/ agency must have capacity/ sufficient capability to carry out the work. The Contractor will not be allowed to delegate/transfer/ assign the contract or any part thereof to some other party.
7. That TDS of all payments made to the Contractor shall be deducted at source as per rules.
8. That after the work has been completed, the bill in triplicate, prepared on the basis of the accepted rate shall be submitted by the Contractor, along with certificate from concerned Electoral Registration Officers, to the District Election Officer/Deputy Commissioner /or any other such officer(s) authorized by him to make the payment.
9. That the payments to the printing agency/contractor will be made by the DEO/DC of the District concerned after the completion of work of printing to the full satisfaction of the DEO/Electoral Registration Officers as per the agreement to be executed with the DEOs. Payment will be made by the DEO within 45 days after receipt of the invoice 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.
10. That the performance security deposit shall be refunded only after the printing of Electoral Roll is approved & the final payment is made to the Contractor.
11. That the Stamp Duty payable under the law & in respect of this agreement shall be borne by the Contractor.
12. That the Chief Electoral Officer, Delhi reserves the right to allot any quantity of work to any other Contractor(s) in the interest of the work. The quantity of work allotted can also be increased or decreased by the office as per progress shown by the Contractor & decision of the Chief Electoral Officer in this regard shall be final & binding upon the parties.
13. The Chief Electoral Officer, Delhi reserves the right to make a panel of agencies/ firms at the approved and accepted rates and to distribute the work of printing of Photo Electoral Rolls/ Voter Slips equally to each firm/ agency.
14. That the Contractor shall deliver complete sets of Electoral Rolls in specified language for each of Constituency/or any other material on paper of not less than 75 GSM as approved by the office of the Chief Electoral Officer, Delhi.
15. That the Contractor shall return the PDF & original paper laser printouts of all Electoral Rolls in original condition and any other original material to the Chief Electoral Officer or his authorized representative.

**16. REPORTS**

That the Contractor shall submit daily reports to the District Election Officer of each District of NCT of Delhi & such additional reports as called for giving full & correct information with regard to the work in hand & the progress made & shall also permit the Chief Electoral Officer or any other officials deputed by him to inspect all such premises where the work is being carried out at all reasonable times, & shall give all possible assistance & information as may be required by him in connection with the contract.

**15. SAFE CUSTODY**

That the Contractor shall be responsible for the safe custody of the PDF ( Soft Copy) laser printouts & printed Electoral Rolls, Voter Slips etc.

**16. SECRECY**

That the Contractor shall take every care to see that the work or any part thereof does not fall into unauthorized hands and shall take all reasonable steps to protect the confidentiality of all information made available to him. Any breach of security of data, or its misuse, would invite severe punitive action, including both civil and criminal prosecution against the Contractor.

**17. 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.

**18. IN THE EVENT OF THE CONTRACTOR FAILING.**

i) To observe or perform any of the conditions of the work as set out herein, or execute the work in good & workman like manner to the satisfaction, or and/or by the time fixed by the Chief Electoral Officer/ District Election Officer, it shall be lawful for the Chief Electoral Officer/ District Election Officer in his discretion, in the former event, to remove or withdraw any part of the work until such time as he is satisfied that the Contractor is unable to do & will not duly observe the said conditions & in the later event to reject or remove as the case may require any work & in both or either of the event aforesaid, to make such arrangement as he may think fit for re-production of the work so removed or work in lieu of that rejected or work so removed aforesaid through any other Contractor at the cost on & risk of the Contractor.

ii) That provided that if in either event any excess cost be incurred by reasons of difference between the cost & the accepted rates (to be certified by the District Election Officer whose certificate shall be final), the District Election Officer may charge the amount of such excess cost to the Contractor & the same may at any time be deducted from the dues of the Contractor or his security deposit or failing which may be recovered as arrears of land revenue.

iii) That in the event of discovery of error or defect due to the fault of the Contractor, he shall be bound if called upon to do so, to rectify such error/defect at his own costs to the satisfaction or/and within the time fixed by the Chief Electoral Officer/ District Election Officer, in the event of failure on the part of the Contractor to do so, the Chief Electoral Officer/ District Election Officer reserves the right to recover the costs from the dues of the Contractor or by forfeiting the security deposit or a percentage, thereof deposited by the Contractor.

iv) That the powers of the Chief Electoral Officer/ District Election Officer under these conditions shall in no way effect or prejudice the powers in certain event to terminate the contract vested in him as there in provided or to forfeit the deposit.

19. That in case the Contractor is found to have been black-listed by any authority under the Government of India, NCT of Delhi, his contract shall be rejected. If such fact comes to this office's notice after execution of this contract, the contract shall be cancelled forthwith & work allotted withdrawn. The Contractor shall be liable to face any loss or damage on this account himself & this office will not entertain any claim/right for contract or payments or loss or damages from the Contractor.

**20. CIRCUMSTANCES BEYOND CONTROL**

That in case of fire accident or natural calamities or circumstances beyond the control of Contractor, the decision of the Chief Electoral Officer, Delhi under the circumstances shall be final.

**21. ARBITRATION CLAUSE**

That all disputes & differences arising out of or in any way concerning this indenture except those the decision whereof is otherwise herein before provided for shall be referred to the sole arbitration of any person appointed by the Chief Secretary, Delhi.

There will be no objection to any such appointment of Govt. servant as arbitrator and that he had to deal with the matter to which this indenture related & that in the course of his duties as such Government Servant, he has expressed views on all or any of the matters in dispute of differences. The award of the arbitrator so appointed shall be final & binding on the parties to this contract.

**22. DELEGATION OF POWERS**

That all the powers exercisable, functions to be discharged in terms & conditions & covenants of this deed in relation to the Government shall be exercised & discharged by the Chief Electoral Officer, Delhi or by any other officer so specifically authorized by him in this behalf.

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

**Witnesses: -**

1.

**For & on behalf of Agency**

**Name:**

**Address:**

2.

**For & on behalf of the President of India**

**Witnesses:-**



## Form-B : Financial Bid

<b>S.No</b>	<b>Item/Work</b>	<b>Rate for printing on single side per Paper (leaf)</b>	<b>Rate for printing on both sides per paper (leaf)</b>
1.	Rate of Printing (Laser) on A-4 size sheet of 75 GSM Maplitho paper of JK/ Ballarpur Mill paper or equal quality Note: 1. Rate should be quoted inclusive the cost of paper, ink/toner, set making polling station & AC wise, Stitching/stapling (Central) Polling Station wise & other consumables, etc. (inclusive all taxes as applicable). 2. The price should be quoted F.O.R. Destination (Free Delivery at LSS) i.e. 70 Voter Centers.		

(Signature of Tenderer)

Place:

Name: \_\_\_\_\_

Date:

Contact No. \_\_\_\_\_

**Form-A : Technical Bid**

1. Name & complete Address of the Firm \_\_\_\_\_  
\_\_\_\_\_
2. Telephone No. : \_\_\_\_\_
3. Constitution of the firm (whether : \_\_\_\_\_  
Co., Partnership or Prop. concern)
4. Name & address of Prop./Partner/ : \_\_\_\_\_  
Director, as the case may be
5. Name of the contact person : \_\_\_\_\_
6. TIN/VAT Regn. No. : \_\_\_\_\_  
(enclose a copy of certificate)
7. PAN/GIR Number : \_\_\_\_\_
8. Capacity of the firm  
a) No. of Laser Printing Machines : \_\_\_\_\_  
installed with details of make/type  
b) Capacity to print paper/leaf (back to back)  
per day  
c) Manpower  
(i) Printing related : \_\_\_\_\_  
(ii) Stitching/binding related : \_\_\_\_\_  
d) Address/es where printing job : \_\_\_\_\_ (if required, attach separate sheet)  
is to be executed.  
e) Proof of ownership of Printing Machines / Printers) \_\_\_\_\_
9. No. of similar nature of works, each having  
value of Rs.25 lacs or above, undertaken  
during preceding 3 years alongwith  
Completion Certificate from the Organisation  
who have awarded the work.  
(details to be furnished in Form- I). \_\_\_\_\_
10. Give organizational chart of the Firm/. : \_\_\_\_\_  
Company indicating various levels
11. Details of Earnest Money  
(i) Amount : \_\_\_\_\_  
(ii) DD No. and Date : \_\_\_\_\_  
(iii) Name of the Bank : \_\_\_\_\_

Place:  
Date:

(Signature of Tenderer)  
Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_

FORM-I

**LIST OF FIVE PREVIOUS SIMILAR WORKS CARRIED OUT BY THE BIDDER**

**(See condition No.13 of Terms & Conditions)**

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

( Signature of Tenderer)

With Rubber Stamp

Place:  
Date:

Name: \_\_\_\_\_  
Contact No. \_\_\_\_\_

**GOVERNMENT OF NCT OF DELHI  
OFFICE OF THE CHIEF ELECTORAL OFFICER, DELHI**

OLD ST. STEPHEN'S COLLEGE BUILDING, KASHMERE GATE, DELHI

**NOTICE INVITING TENDERS**

E-Tenders are invited under two bids system for printing (laser) of Photo Electoral Rolls/ Voter Slips etc. for 70 Assembly Constituencies of NCT of Delhi.

An EMD of Rs. 2,00,000 shall have to be submitted in physical form in sealed envelope in the form of DD/Pay Order drawn on any nationalized bank and payable at Delhi in favour of DDO, CEO Office, Delhi latest by 09/10/2013 up to 11.00 AM at Room No.7, P&I Branch, Office of the CEO, Delhi.

Further, the schedule / dates for **online tender at Delhi Government e-procurement portal** i.e. <http://govtprocurement.delhi.gov.in> are as under:

<b>SCHEDULE OF TENDER</b>	
Tender Enquiry No.	
Date of Release of tender through e-procurement solution	<b>18/09/2013</b>
Last date for Submission of On-Line Tender	09/10/2013 upto 11.00 AM
Last date for Submission of EMD	09/10/2013 upto 11.00 AM
Date of Opening of Technical Bid	09/10/2013 upto 12.00 Noon
Date of Opening of Financial Bid	11/10/2013 upto 03.00 PM

Detailed NIT along with Terms & Conditions, specifications can be downloaded from the above said website and CEO Delhi's Website [www.ceodelhi.nic.in](http://www.ceodelhi.nic.in) .

**ELECTION OFFICER (P & I)  
Office of the CEO, Delhi**