

**OFFICE OF THE COLLECTOR AND DISTRICT ELECTION
OFFICER, SOLAPUR DISTRICT**

E - TENDER NOTICE No- 01/2017
FOR CARRYING OUT THE WORK OF PRINTING OF ELECTORAL ROLLS.

COLLECTOR OFFICE, SOLAPUR

Dated the 08/08/2017

1. Separate Sealed E - Tenders are invited by the undersigned from reputed Firms capable of handling large-scale printing work in Two Envelopes system for the jobs briefly described below.
2. Brief description of job to be done is as under:-

Sr. No	Job description	Estimated quantity of Laser printouts.	Time-frame
1.	To print and supply copies of electoral rolls, Voters Sleep, Electoral Check Lists etc. from PDF CD ROMs of 11 Assembly Constituencies with sorting and binding	2112000 Pages	7 days from work order.

3. Time Table for submit E-Tender

Sr. No.	Particular	Date	Time
1	Publication of tender notice	08 /08/2017	
2	Date & time of tender available on website	08 /08/2017	03 p.m.
3	Pre-Bid meeting date, time & place	09/08/2017 District Election office solapur	11 a.m.
4	Starting Date & time of filling tender	09 /08/2017	11 a.m.
5	Last date & time to fill tender	24 /08/2017	04 P.M.
6	Tender opening date, time & place	28/08/2017 collector office , Setu Hall solapur	04 P.M.

4. The terms & conditions and tender form available on website <http://mahatenders.gov.in> & www.solapur.nic.in
5. Tenders are to be submitted in prescribed tender form for the job specified above and the blank tender form can be downloaded from website <http://mahatenders.gov.in>
6. The bidders should have turnover of Rs.10 lakhs for each of the last two financial years i.e. 2014-2015, and 2015-16 are eligible to quote

7. Please note that it is essential for the bidders to have the requisite experience in printing work of electoral rolls or similar type of work from PDF CD ROMs which involves sorting and binding of printed matter.
8. The tenderer or their representatives may remain present if they so desire.
9. Tender offer should remain valid for acceptance up to 1 year from opening of Commercial Bid.
10. Collector and District Election Officer reserves right to reject or accept any or all tenders without assigning any reasons therefore.

SD/-**

(Rajendra Bhosle)

Collector and District Election Officer,
Solapur

stamp

TERMS AND CONDITIONS OF CONTRACT

Condition -1

Price Tender Form should be invariably submitted duly filled in and signed with seal along with quotation in a sealed envelope addressed to the Collector and District Election Officer, Solapur District (hereinafter called Collector and District Election Officer, Solapur District). The terms & conditions and tender form available on website <http://mahatenders.gov.in> & www.solapur.nic.in. Tenders are to be submitted in prescribed tender form the manner for submission of Tender in two envelopes system shall be as follows:

I. Technical Envelope

This envelope should contain technical information, such as:

Compulsory Documents

1. Attested copy of Pan card
2. Certificate from Competent authority or client showing experience in printing of electoral rolls or similar type of work which involves Printing, sorting and binding of printed material.
3. The bidders should have turnover of Rs. **10** lakhs for each of the last two financial years i.e. 2014-2015, and 2015-16. The tenderer shall submit Audited annual accounts for the financial year 2014-2015, and 2015-16 .
5. Tenderer should furnish:
 - (i) List of works tendered for and in hand as on the date of submission of Tender in Form No. I.
 - (ii) Details of work of similar type and magnitude, carried out by the Tenderer in Form No. II.
 - (iii) Details of the major works carried out by the Tenderer in Form III.
 - (iv) Details of the Tenderer in Form IV. (The relevant forms are available on website <http://mahatenders.gov.in> & www.solapur.nic.in.)

II. Commercial Envelope

In this envelope, the tenderer shall submit "Price Tender Form" (purchased for himself and duly signed/attested) showing all-inclusive rate.

N.B.: -

Both Technical and Commercial documents uploaded on website and submitted to DISTRICT ELECTION OFFICE SOLAPUR

The Price Tender Forms with terms and conditions are available on website <http://mahatenders.gov.in>

Condition-2 Non Transferable Tender

This tender document is not transferable. Only the party who has purchased this E-tender form shall be entitled to quote.

Condition-3 Offer validity period

The tender offer must be valid till 1 year from the date of opening of the tender. Any offer falling short of the validity period is liable for rejection.

Condition-4 Submission of tender offers

Sealed Tender offers shall be received at the Office of the Collector and District Election Officer, Solapur District at the address specified above not later than the time and date specified in the Invitation of the tender. In the event of the specified date for the submission of tender offers being declared a holiday, the offer will be received up to the appointed time on the next working day.

Telex, cable or facsimile offers will be rejected.

Condition-5 Late tender offers

Any tender offer received by the Office of the Collector and District Election Officer, Solapur District at the address specified above after the deadline prescribed for the submission of tender offer shall be rejected. and/ or returned unopened to the tenderer.

Condition-6 Commercial bid and format for Commercial offer

ENVELOPE-II: The Commercial Offer must be given in the sealed envelope. It must give all the relevant price information and should not contradict the technical offer in any manner. The price schedule must be filled in completely, without any errors, erasures or alterations. The commercial bid shall be opened only after the evaluation of the technical bid and on finding it fulfilling the eligibility.

The offers containing erasures or alterations shall not be considered. There should be no corrections or alterations by way of overwriting in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up the Technical details by using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. Collector and District Election Officer Solapur may treat offers not adhering to these guidelines as unacceptable.

Condition-7 Earnest Money Deposit

All tender offers must be accompanied by online. The Earnest Money Deposit is non-interest bearing and is refundable to the unsuccessful Tenderer.

The successful Tenderer's EMD will be discharged upon the tenderer executing the contract and furnishing the performance security.

The EMD may be forfeited if a tenderer withdraws his tender during the period of bid validity;

Or , in case of successful tenderer, if the tenderer fails;

(a)to sign the contract in accordance with terms and conditions, or

(b)to furnish performance security as specified in terms and conditions.

Condition-8 Clarification of offers

To assist in the scrutiny, evaluation and comparison of offers, the Collector and District Election Officer Solapur may, at his discretion, ask some or all Tenderer's for technical clarification of their offer. The request for such clarifications and the response shall be in writing only. To speed up the tender process, the Collector and District Election Officer Solapur at his discretion may ask for any technical clarification to be submitted by means of facsimile by the tenderer. In such cases, original copies of the documents describing the technical clarifications must be sent to the Collector and District Election Officer Solapur by means of courier/in person.

Condition-9 inclusion of all other charges

The rate quoted should be all inclusive, the cost of paper and all taxes and surcharges, etc. (It is binding on the tenderer to execute the job entrusted to him by the Collector and District Election Officer Solapur in a time bound manner at a place, date, time to be decided by the Collector and District Election Officer Solapur at the rate quoted by the Tenderer and accepted by the Collector and District Election Officer Solapur)

Condition-10

The person/persons whose tender may be accepted shall (hereinafter called the "Contractor" which expression shall unless excluded by or repugnant to the context) be deemed to include his heirs, executors, administrators and his assignees.

Condition –11 Specifications

The technical specifications for the job of printing are as follows:

- 1) Printing Specifications 1) 600 dpi
 - 2) Print with both sides (Back to back) (except Cover page which will be on one side only)
- 2) Paper Specifications 1) Size of single sheet – A 4
 - 2) 80 GSM Bright white.
- 3) Binding at left side (Book Binding)

The printouts taken on paper not conforming to the above specifications shall not be accepted.

Condition – 12

There are total 11 Assembly Constituencies in Solapur district. There is a separate Electoral Roll for each Assembly Constituency, which is divided into several parts called as Electoral Parts (EP). The first or cover page of each Electoral Part is called Part header, which indicates details of the part. The Contractor will have to arrange printouts electoral part-wise serially and separately, exactly as they appear in the respective PDF CD-ROM. The Contractor shall then bind them and arrange them Assembly Constituency-wise and keep in separate plastic cartons/paper boxes superscripting the name of District and Nos. and names of Assembly Constituencies.

Condition -13

Successful Tenderer (Contractor) will have to pay a Security Deposit equivalent to 10% of the amount of the net Order Value within seven days from the date of communication of acceptance of tender in the form of a Bank Guarantee of any Schedule Bank for a period of 12 months or Demand Draft drawn in favour of DEPUTY DISTRICT ELECTION OFFICER SOLAPUR. The Security Deposit will not be accepted in any other form.

Condition -14

The Security Deposit so collected under Condition –13 shall, unless forfeited to Government in terms of Contract, be refunded to the Contractor after two months of the final payment provided the work done by the Contractor is found to be satisfactory and in good order. In this period, the Contractor will have to complete any revised work required by Collector and District Election Officer Solapur, failing which the Security Deposit shall be adjusted towards the excess cost incurred by the Collector and District Election Officer Solapur on such rectification work.

Condition -15

The Contractor shall, within 7 days of the receipt by him of the letter of acceptance of his tender, deposit with the Collector and District Election Officer Solapur the said Security Deposit amount in the manner as specified in Condition – 13 here of. The Contractor shall maintain the Security Deposit amount throughout the contract period. All compensation or other sums of money payable by the Contractor to Government under the terms of this contract may be deducted from or realized by sale of sufficient part of his security deposit or more as also the interest arising thereon from any sums which may be due or may become due to Government from the Contractor under any other contract or transaction of any nature on any account whatsoever and in the event of his security deposit being reduced by reason of any such deduction or realization by sale of security as aforesaid, the Contractor shall within ten days thereafter make good in cash or Government securities endorsed as aforesaid any sum or sums which may have been deducted from or realized by sale of the said security on any part thereof.

If the Contractor fails or neglects to deposit the amount of Security Deposit within the prescribed time limit the tender already accepted shall be treated as cancelled and the Earnest Money Deposit paid by the Tenderer shall be forfeited to Government without any notice.

Condition – 16

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the Contractor and shall be reckoned from the date on which the order to commence work is given to the contractor. The work shall, throughout the stipulated period of the contract, be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and the contractor shall pay as compensation, such amount as the Collector and District Election Officer Solapur (whose decision in writing shall be final) may decide, of the amount of the deemed estimated cost of the whole work for every day that the work remains uncompleted or unfinished after the designated dates. And further to ensure good progress during execution of the work, the contractor shall be bound, in all cases in which the time allowed for any work exceeds to complete. Since the schedule fixed by the Election Commission of India for Special Revision of Electoral Rolls of Summary Nature 2014 has to be strictly followed, no extension of time shall be given to the Contractor for completing the work.

Condition -17

Risk Factors Clause

In case, the Contractor fails to complete the work or any part thereof within the contracted period, as per the time schedule or in case the work is not found in accordance with the prescribed specifications and / or approved standard, the Collector and District Election Officer Solapur shall be entitled to take any one or more of the following steps:

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- a) To recover from Contractor as liquidated damages a sum equivalent to 10 percent of the price of the unfinished work at the stipulated rate for each work or part thereof.
- b) To get the work completed elsewhere on the account of and at the risk and cost of the contractor without canceling the contract in respect of the incomplete portion of work.

In the event of action being taken under sub-clause (b) above, the Contractor shall be liable to make good any loss, which the Government of Maharashtra may sustain by reason of higher price whatsoever. This could be in addition to the recoveries proposed in sub clause (a) above.

Condition -18

In any case where any of the powers conferred upon the Collector and District Election Officer Solapur by sub-condition (a) of condition 17 hereof becomes exercisable and the same has not been exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall, notwithstanding, be exercisable in the event of any future cases of default by the contractor, for which under any condition hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Collector and District Election Officer Solapur taking action under sub-clause (a) of condition 17, he may if he so desires, take possession of all or any equipment and tools and plant, materials and stores in or upon the work of the site thereof or belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same in account at the contract rates, or in the case of contract rates not being applicable at current market rates to be certified by the Collector and District Election Officer Solapur whose certificate thereof shall be final. In the alternative, the Collector and District Election Officer Solapur may after giving notice in writing to the contractor or his clerk at the work, foreman or other authorized agent, require him to remove

such tools and plant materials, or stores from the premises within a time to be specified in such notice, and in the event of the contractor failing to comply with any such requisition, the Collector and District Election Officer Solapur may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Collector and District Election Officer Solapur as to the expense of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

Condition -19

If the progress of any particular portion of the work is unsatisfactory, the Collector and District Election Officer Solapur shall notwithstanding that the general progress of the work is in accordance with the condition mentioned in condition 19 be entitled to take action as above after giving the Contractor three days notice in writing. The Contractor will have no claim for compensation, for any loss sustained by him owing to such action.

Condition -20 Payments

The contractor shall submit his bill in the printed form. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered, at the rates specified in the order granting extra work. The payment of work completed by the Contractor will be made by the Collector and District Election Officer Solapur after the bill is presented along with proof of delivery of the material supplied to the respective the collector Solapur

Condition -21

The Contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and every other respect in strict accordance with the specification. The contractor shall also conform exactly, fully and faithfully to the specifications, standards and instructions in writing relating to the work assigned by the Collector and District Election Officer Solapur issued from time to time during the execution of the work.

Condition -22

Measurement of work shall be only in terms of number of printed electoral Roll Pages and not the printouts of any other document. Any printouts, or part thereof, shall not be accounted for payment.

Condition -23

If at any time after the execution of the contract, the Collector and District Election Officer Solapur shall, for any reason whatsoever (other than default on the part of the contractor for which the Collector and District Election Officer Solapur is entitled to rescind the contract), desires that the whole or any part of the work specified in the tender should be suspended for any period or that the whole part of the work should not be carried out at all, he shall give to the contractor a notice in writing to that effect and upon the receipt of such notice the contractor shall forthwith suspend or stop the work wholly or in part as required thereon. The contractor shall have no claim to any payment or compensation whatsoever by reason of or in pursuance of any notice as aforesaid on account of any suspension, stoppage or curtailment in work.

Condition -24

The contractor shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by the Government for whatsoever reasons, including inter-alia,

- (i) Force majeure,
- (ii) Act of God,
- (iii) Act of enemies of the State, or (iv) any other reasonable cause beyond the control of the Collector and District Election Officer Solapur

Condition -25

All works under or in the course of execution or executed in pursuance of the contract, shall at all times be open for inspection and supervision of the Collector and District Election Officer Solapur and his subordinates.

Condition -26

The successful Tenderer shall have to execute an Agreement in the form to be prescribed by Government. The Agreement shall be executed at such time and place to be decided by the Collector and District Election Officer Solapur. All the tender documents shall form part and parcel of this Agreement.

Condition –27 (Arbitration)

If there is any dispute as to the amount of payment to be made to the contractor or regarding the interpretation of any provision contained in the tender document the same shall be referred to an arbitrator who shall be appointed by the Secretary and Chief Electoral Officer, Maharashtra State and the award of such Arbitrator shall be final and binding on both the parties. The arbitration proceedings shall be conducted in accordance with the provisions of The Arbitration and Conciliation Act, 1996.

Condition-28 Legal Jurisdiction

All legal disputes shall be subject to the jurisdiction of courts in the State of Maharashtra.

Condition-29

The Collector and District Election Officer Solapur reserves the right to reject or accept any or all tenders without assigning any reasons therefor. He also reserves the right to accept any tender in whole or in part or reject any tender or all the tenders and to divide the order between two or more tenderer's without assigning any reasons therefor.

The decision of the Collector and District Election Officer Solapur shall be final and binding on the tenderer(s) in respect of this tender.

Condition – 30 Non disclosure

The Electoral Rolls is the sole property of the Election Commission of India. The Contractor has no right to keep the data with him after completion of the work. This data can't be sold or kept or used in any manner by the Contractor. Any person found guilty shall be punishable under the provisions of the relevant Election Laws.

Condition – 31

The Contract duration will be One Year from the date of Acceptance of Tender & may be extended further Six Months by Collector & DEO after obtaining consultation of Tendering Agency in writing.

Sd/-**

(Rajendra Bhosle)

Collector & District election officer
Solapur

PRICE TENDER FORM
(To be returned in original along with tender)

To,
Collector and District Election Officer
Solapur

Subject:- Tender Notice No. 01 dated 08/08/2017

Printing of ELECTORAL ROLLS

Sir,

Pursuant to the aforesaid Tender Notice, I/We hereby tender for the execution of the work specified in the underwritten memorandum within the time specified therein and strictly in accordance with the specifications, standards and instructions of Collector and District Election Officer, Solapur District and as per terms and conditions of the Contract attached hereto:

MEMORANDUM

Sr. No	Job description	Estimated quantity of Laser printouts.	Time-frame	Rate per Single printout (Rupees)	Rate Per Both side Printout (Rupees)
1.	To print copies laser printouts on A-4 size white bright paper of 80 GSM from PDF CDs of ----- Assembly Constituencies of electoral rolls, Voters Sleep, Electoral Check Lists etc. from PDF CD ROMs Electoral Rolls and sorting and binding	2112000 Pages	7 days from work order. (From ----- --to ----- ----- -----))	Rs -----/- (In words ----- ----- ----- ----- ----- ----- ----- ----- ----- ----- Per printout	Rs -----/- (In words ----- ----- ----- ----- ----- ----- ----- ----- ----- ----- Per printout

I/We agree that the offer shall remain open for acceptance for a minimum period of 1 Year from the date fixed for opening the same and thereafter until it is withdrawn by me/us by notice in writing duly addressed to the authority opening the tenders and sent by registered post AD or otherwise delivered at the office of such authority. payable to the

On line tender fee respect of the sum of Rs.50,000/- (Rupees Fifty Thousand only) representing the earnest money deposit is forwarded herewith. I/We understand that the amount of earnest money shall not bear interest and shall be liable to be forfeited to the Government, should I/We fail to (i) abide by the stipulation to keep the offer open for the period specified in the Tender Notice (ii) sign and complete the contract documents as required by Collector and District Election Officer Solapur and furnish the security deposit as specified in Clause 15 of the terms and condition of the contract. The amount of earnest money deposit may be adjusted towards the security deposit or refunded to me/us unless the same or any part thereof has been forfeited as aforesaid.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

Signature of tenderer/s along with Seal.

Address :

Dated the day of 2017

(Witness)

Signature of Witness to
Contractor's Signature

(Occupation)

Form – I

List of works tendered for and in hand as on the date of submission of tender.

Sr. No.	Name of work	Place	Work in hand Tendered Cost	Cost of remaining work	Anticipated Date of completion	Works tendered for Estimated Cost	Date when decision is expected	Stipulated Date for period pf completion	Remarks.
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.

Signature of Tenderer with Rubber Stamp

Form – II

Details of work of similar type and magnitude carried out by the tenderer

Sr. No.	Name of work	Work allotted by	Volume of Job handled	Time Period	Location	Remarks.
1.	2.	3.	4.	5.	6.	7.

Signature of Tenderer with Rubber Stamp

Form – III

Details of other major work carried out by the Tenderer

Sr. No.	Name of work	Tender Cost of the work	Place and country	Time in which completed	Actual date of completion	Remarks.
1.	2.	3.	4.	5.	6.	7.

Signature of Tenderer with Rubber Stamp

Form: - IV

CAPABILITY STATEMENT (CS)

1 **Name & Address of the Tenderer**

Phone:-

e-mail:-

Fax:-

web site:-

2. **Infrastructure set up:-**

2.1 Machine

Type & No. of Computers

Type & No. of Printers

Speed

PPM

2.2 Manpower

Project Manager

Administrator

Printing related manpower

Binding related manpower

3 Name of the contact person:

**4 Other Branches /Offices of the tenderer
in the State of Maharashtra
(List May be enclosed)**

5. Give Organizational chart for following indicating various levels.

Signature of Tenderer/s along with Seal