

**Directorate of Economics and Statistics  
Government of Maharashtra**

**E-Tender Notice**

**Tender Reference Number : DES/ESM/TENDER/2013-14/82, Dt. 12/04/2014**

**For**

**Appointing agency/company for Printing and Supply of “Economic Survey of Maharashtra 2013-14” publication in Marathi & English Language Versions**

**Cost of Tender Document: ₹ 500/- (Rs. Five Hundred only)**

## TABLE OF CONTENTS

### PART-I

E-TENDER NOTICE .....	3
BRIEF SUMMARY OF INQUIRY & SCHEDULE OF REQUIREMENTS.....	5
INSTRUCTIONS TO TENDERERS.....	7
TERMS AND CONDITIONS OF CONTRACT.....	19

### PART- II

ANNEXURE A – TENDER OFFER FORM (TOF).....	21
ANNEXURE B – DETAILS OF TENDERER .....	22
ANNEXURE C – PERFORMANCE STATEMENT OF PRINTING & SUPPLY OF PUBLICATION.....	23
ANNEXURE D – BILL OF QUANTITY (BOQ).....	24
ANNEXURE E – DRAFT CONTRACT FORM (CF).....	26
ANNEXURE F – CHECK LIST .....	28

**TENDER NOTICE NO. -**

DES/ESM/TENDER/2013-14/82  
Directorate of Economics and Statistics  
8<sup>th</sup> Floor, Administrative Building,  
Government Colony, Bandra (East),  
Mumbai - 400 051.

Date : 12<sup>th</sup> April, 2014

**E-TENDER NOTICE**

**Appointing agency/company for printing & supply of “Economic Survey of Maharashtra 2013-14” publication brought out by Directorate of Economics & Statistics in Marathi & English Language Versions**

Director, Directorate of Economics and Statistics (DES), Government of Maharashtra invites Limited competitive E-Tender offers online (Technical offer and Commercial offer) from eligible reputed printers for the printing and supply of “Economic Survey of Maharashtra 2013-14” publication brought out by the Directorate of Economics & Statistics during the year 2014.

<b>Tender</b>	<b>Earnest Money Deposit (E.M.D.)</b>	<b>Tender Fees (Non - Refundable)</b>
Appointing agency/company for printing & supply of “Economic Survey of Maharashtra 2013-14” publication brought out by Directorate of Economics & Statistics in Marathi & English language versions during the year 2014.	₹ 5,000/-	₹ 500/-

1. Prescribed Tender Forms with terms & conditions will be available on the website <http://mahatenders.gov.in> from **12/04/2014 to 02/05/2014**. The tender document can also be downloaded from websites <http://mahades.maharashtra.gov.in> and [www.maharashtra.gov.in](http://www.maharashtra.gov.in). The downloaded tenders must accompany **Demand Draft / Pay order of ₹ 500/- in favour of Accounts Officer, Directorate of Economics and Statistics while submitting the tender. No exemption for tender fees will be granted in case of Micro & Small Scale Enterprises.**
2. The last date of submission of online tender offer on <http://mahatenders.gov.in> is **02/04/2014 upto 16.30 hrs.** No tenders will be accepted after the prescribed date and time.

3. The **Pre-bid meeting** will be held on **17<sup>th</sup>** April, 2014 at 16.00 hrs. at Directorate of Economics & Statistics, Administrative Bldg., 8<sup>th</sup> Floor, Bandra (E), Mumbai – 400 051. A brief introductory session on online submission of tender will be held on the same day.
4. Technical bid envelopes will be opened on **03/05/2014 at 16.00 hrs.** The commercial bid envelopes of those Tenderers who are qualified in technical bids will be opened later on. The day and time of the same is as decided by the officers authorized by Director, DES, Government of Maharashtra.
5. Both bids will be opened in the presence of the Tenderers or Tenderers' authorized representative by Dy. Director (Admn.), Directorate of Economics and Statistics, Administrative Bldg., 8<sup>th</sup> Floor, Bandra (E), Mumbai – 400 051. However, absence of Tenderer or their representative will not halt the process of opening the tenders.
6. The Director, DES reserves the right to accept or reject any printing and supply work of aforesaid publication to accept the tender in full or in part and reject without assigning reasons thereof.
7. It is stated that the successful Tenderer will have to submit the Performance Bank Guarantee of Rs.10 lakh on **7<sup>th</sup> May, 2014.**

Sd/-

Director  
Directorate of Economics & Statistics,  
Government of Maharashtra.

## **BRIEF SUMMARY OF INQUIRY & SCHEDULE OF REQUIREMENTS**

1. Cost of tender form is **₹ 500/- (Rupees Five Hundred Only)** - Non-refundable.
2. The Tenderers will have to submit scanned copy of Demand Draft and Earnest Money Deposit amounting ₹ 500/- and ₹ 5,000/- respectively while submitting technical bid online. The Tenderers are advised to visit the office of the Directorate of Economics & Statistics, Bandra (E), Mumbai- 400 051 to inspect the latest edition of "Economic Survey of Maharashtra" publication, so that the Tenderer will get complete idea about our publication.
3. Tenderer must provide details of their Demand draft/pay order of ₹ 500/- and Demand Draft/Pay order of ₹ 5,000/- (**Rupees Five Thousand only**) as **Earnest Money Deposit (EMD)** alongwith his technical bid offer online. The Demand Draft/Pay order (payable at **Mumbai**) must be drawn on a Nationalized/Scheduled/Foreign Bank in favour of **Accounts Officer, Directorate of Economics & Statistics, Government of Maharashtra.**
4. Last date of submission of tender offers: **02/05/2014 up to 16.30 hrs.**
5. Offer should be submitted in **two envelop system**:
  - a) **Technical bid – Contents**
    - Complete tender document with signature on each page.
    - Tender offer form (Annexure A)
    - Details of Tenderer (Annexure B)
    - Performance statement of printing and supply of publication (Annexure C)
    - Draft Contract Form (Annexure E)
    - Check List (Annexure F)
    - All necessary documents to substantiate eligibility (Please refer eligibility criteria given in para 9)
    - Demand draft of ₹ 5,000/- as a EMD
    - Cash receipt or DD/Pay order of ₹ 500/- as a non refundable tender fee.
    - Undertaking about confidentiality (Please see clause 7 on page 20)
  - b) **Commercial bid – Contents**
    - Bill of Quantity (BOQ) (Annexure D)

6. The **pre-bid meeting** for those Tenderers who intend to submit the tenders will be held on **17<sup>th</sup> April, 2014 at 16.00 hrs.** at Directorate of Economics and Statistics, Administrative Bldg., 8<sup>th</sup> Floor, Bandra (E), Mumbai – 400 051. A brief introductory session regarding online submission of the tender on <http://mahatenders.gov.in> will be held on the same day.

## 7. Schedule of Requirements

Tender Reference	Printing & Supply of “Economic Survey of Maharashtra 2013-14” publication in Marathi & English language versions
Tender fee (Non –Refundable)	₹ 500/- (Rs. Five Hundred Only)
Last Date upto which tender document is available for downloading	02/05/2014 (upto 16.00 hrs.)
Tentative time and Date of Opening of tender offers A) Technical Bid B) Commercial Bid	03/05/2014 (at 16.00 hrs.) As conveyed by DES
Place of Opening tender offers	Directorate of Economics and Statistics, 8 <sup>th</sup> Floor, Administrative Building, Government Colony, Bandra (East), Mumbai 400 051.
Web Address for online Tender submission	<a href="http://mahatenders.gov.in">http://mahatenders.gov.in</a>
Address for Communication and Telephone No.	Dy. Director (AI.) Directorate of Economics and Statistics, 8 <sup>th</sup> Floor, Administrative Building, Government Colony, Bandra (East), Mumbai 400 051. Phone: 26383014

## **INSTRUCTIONS TO TENDERERS**

### **1. Background**

The Directorate of Economics & Statistics is a nodal statistical organisation of Government of Maharashtra. The Directorate brings out various publications on economic & social aspects of the State. The ‘Economic Survey of Maharashtra’ is an annual prime publication, which is being presented to the Legislative Assembly during Budget Session, just before the presentation of Annual Budget of the State Government. The contents of the publication are strictly confidential till it is presented in Legislative Assembly. **As ‘Economic Survey of Maharashtra’ is a budget publication, the same is required to be published in time bound manner.** The Directorate of Economics & Statistics desires to outsource the job of printing & supply of ‘Economic Survey of Maharashtra 2013-14’ publication during the year 2014.

### **2. Definitions**

In this tender document and associated documentation, the following terms shall be interpreted as indicated:

- a) “The Indenter” means the Director, Directorate of Economics and Statistics, Government of Maharashtra (DES) or any officer authorized by the Director, Directorate of Economics and Statistics to order for services from the Tenderer.
- b) “Purchaser” means DES, Maharashtra.
- c) “The Tenderer” means the eligible, reputed & experienced firm who undertakes the job of printing and supply of publication.
- d) “The Vendor” means the successful Tenderer with whom the DES shall enter into a Contract.
- e) “The Contract” means the agreement entered into between the DES and the Vendor, as recorded in the Contract form signed by both the parties, including all the attachments and appendices thereto, and all documents incorporated by reference therein.
- f) “The Contract Price” means the price payable to the Vendor under the contract for the full and satisfactory performance of the contractual obligations.
- g) “(D) day” means the day on which the ‘Economic Survey of Maharashtra 2013-14’ shall be submitted to the legislature. Accordingly, Tenderers are requested to interpret (D-1) day (day before the day of submission to the legislature) etc.

### **3. Scope of Work -**

(I) The Directorate of Economics & Statistics desires to outsource the job of printing & supply of “Economic Survey of Maharashtra 2013-14” publication for the year 2014 through this Tender process. Normally, a day or two days before the budget presentation, the **‘Economic Survey of Maharashtra’ is being presented to the legislature. The content of aforesaid publication is, therefore, extremely confidential till the publication get published.** The ‘Economic Survey of Maharashtra 2013-14’ is to be published separately in Marathi & English languages. The successful Tenderer will have to provide Marathi & English copies.

#### **(II) Tenderer's Responsibilities –**

- i)** The successful Tenderer (Vendor) shall appoint liaison official to co-ordinate with the officer designated by the DES for this purpose.
- ii)** The cover page and remaining content of the aforesaid publication shall be decided by the DES and soft copy of the same in the PDF format shall be provided to the Vendor. Cover page of the aforesaid publication shall be provided approximately 10 days before the actual date of submission to the legislature. It is the responsibility of Tenderer to provide the Golden Embossing of Government of Maharashtra Emblem on cover page of Marathi & English versions. The Vendor shall provide three copies each of the cover page in Marathi & English for verification and scrutiny. Corrections stated by the Indenter, if any, Vendor will have to incorporate and implement the same by using corrected soft copy provided by DES.
- iii)** DES shall provide remaining contents of the ‘Economic Survey of Maharashtra 2013-14’ on (D- 4 )<sup>th</sup> day in advance, in soft copy (PDF format) separately in Marathi and English languages. The Vendor will have to provide two dummy copies each of Marathi & English versions immediately on the next day for verification and scrutiny. Corrections stated by the Indenter, if any, in the publication shall be identified immediately on the same day by DES, so as to incorporate in the final booklet publication. The DES shall intimate to Tenderer to proceed for final printing of requisite number of copies and supply to the DES at specified locations in the afternoon hours of the day just prior to the date of presentation before legislature.
- iv)** It shall be the responsibility of the Tenderer to replace faulty copies of publication at no extra cost.
- v)** The Tenderer shall appoint a person for 7 days prior to D day to help in converting and setting of files from word to PDF for printing.

**A) Number of copies required for the year 2013-2014**

<b>Sr. No.</b>	<b>Publication</b>	<b>Version</b>	<b>Total No. of copies to be supplied (apx.)</b>	<b>D - 1 Day</b>	<b>D Day</b>	<b>D +1 Day</b>
1	Economic Survey of Maharashtra (2013-14)	Marathi	2000	600	300	1100
2	Economic Survey of Maharashtra (2013-14)	English	1000	400	300	300

Number of printable pages of the publication may vary between +/- 10% per copy.

**B) Specifications for Economic Survey of Maharashtra 2013-14 publication**

- i) Finished size: - A4
- ii) Paper: - a) Cover : – 300 gsm Bilt Art Card with lamination
  - b) Government of Maharashtra Emblem (size 3 cm. X 2 cm.) on cover page - in Golden Embossing
- iii) Inside Text Matter : - 90 gsm Bilt Art/ Matt Paper
- iv) Printing process: - Four Colour offset Printing.
- v) Binding Style: - Section Sewn Perfect Binding.
- vi) Image resolution :- Fine
- vii) Price Tag – Specified no. of copies will bear price tag and remaining will bear tag of “Complimentary copy”.

**C)** The Tenderers are advised to visit the office of the Directorate of Economics & Statistics, Bandra (E) Mumbai – 400 051 to inspect the latest edition of aforesaid publication, so that the Tenderer will get complete idea about our publication. **The specifications mentioned above at B) are least expected, the Tenderer may offer better specifications.**

**D) To summarize the time schedule for printing and supply of ‘Economic Survey of Maharashtra 2013-14’ publication during the year 2014 as below:**

<b>Sr.No.</b>	<b>Day</b>	<b>Activity</b>
1	(D) Day	The day on which ‘Economic Survey of Maharashtra 2013-14’ shall be presented to the legislature.
2	(D - 1) Day	All the requisite number of copies to be supplied by the Vendor to the DES in office hours at specified locations.
3	(D - 3) Day	Providing two dummy copies each of Marathi and English language versions by the Vendor to DES. If any corrections are

Sr.No.	Day	Activity
		required, the same shall be carried out by the Vendor at his office in co-ordination with DES representatives. DES shall give final intimation to print copies of the publication.
4	(D - 4) Day	DES to provide soft copies of the publication in Marathi & English language to the Vendor.
5	(D - 7) Day	Vendor to carry out necessary corrections in cover page incorporated by the DES.
6	(D - 8) Day	Vendor to provide two dummy copies of cover page each for Marathi & English language versions to the DES.
7	(D - 10) Day	DES to provide soft copies of cover page to the Vendor in Marathi & English language versions.

**(III) Responsibilities of Directorate of Economics & Statistics –**

The DES shall provide soft copy of the publication in PDF format to the successful Tenderer on (D-4)<sup>th</sup> day.

**(IV)** The Indenter reserves right to modify time schedule according to the exigencies in consultation with the Vendor.

**(V) Locations for providing copies of the publication**

Sr. No.	Publication	Locations where copies to be provided
1	Economic Survey of Maharashtra 2013-14	<p>A) Directorate's office at New Administrative building, 4<sup>th</sup> &amp; 7<sup>th</sup> floor, Opp. Mantralaya, Mumbai - 400 032</p> <p>B) Administrative Bldg., 8<sup>th</sup> Floor, Government Colony, Bandra (E), Mumbai – 400 051.</p> <p>C) Vidhan Bhavan.</p>

**4. Sources of Funds**

The Work Order for the Contract will be placed by the DES. The DES will be responsible for making the payments for the services rendered.

**5. Prices how to be quoted**

5.1 The rates quoted should be valid for acceptance upto **30/06/2014**. The indenter reserves right to extend this validity offer date for next six months with the consent of Tenderer whose bid will be finalised.

5.2 The Tenderers should submit commercial bid in the format as prescribed in this Tender document (Annexure – D)

## **6. Cost of Tender Document**

In the case of Tender form is downloaded from website <http://mahades.maharashtra.gov.in>, <http://mahades.maharashtra.gov.in> OR [www.maharashtra.gov.in](http://www.maharashtra.gov.in). Tenderer must provide details of their Demand draft/pay order of ₹ 500/- as cost of tender document and Demand Draft/Pay order of ₹ 5,000/- (Rupees Five Thousand only) as Earnest Money Deposit (EMD) alongwith his technical bid offer online. along with the Technical Bid. No exemption claim for cost of tender document will be granted in any case.

## **7. Cost of Tender**

The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the DES will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

## **8. Non-transferable Tender**

The tender document is not transferable. Only the party who has purchased the tender form shall be entitled to quote.

## **9. Eligibility Criteria (ECR)**

(I) a) The Tenderer should be a reputed and registered firm/concern or a company registered under the Company Act, 1956.

b) The firm/company must be registered for VAT / Sales Tax. Duly Attested copies of the certificates should be furnished with the Technical Bid.

c) The Tenderer should be registered under Factory Act, 1948 having valid Factory License accordingly. Duly attested copies of the certificate should be furnished with the Technical Bid.

d) The annual turnover of the Tenderer should be at least **Rupees Fifty lakh** during at least one of the preceding three financial years/calendar years.

e) The Tenderer should have executed, at least one tender of similar nature amounting to Rs. 10 lakhs or above in the last 36 months.

- f) The Tenderer should have an experience of at least 3 years in the work of printing reports containing Text write-up, pocket charts of high quality and statistical tables, etc.,
- (II) The Tenderer should have full-fledged own Pre-press unit, printing unit with Four Colour offset printing machines, own Computer to plate (CTP) making unit and full in-house Desk Top Publishing (DTP) set-up who have their own binding department for carrying out perfect binding operation. The Tenderer should have latest models of Computers along with laser-jet colour printers and complete in-house Colour management systems for printing facilities, besides high-speed Internet connectivity. The Tenderer should have a sufficient number of technically capable staff who can attend to the job of printing faultlessly. A supervisor of the above-mentioned staff, who should also act as the contact person for the DES should be mentioned in the bid letter with contact details.
- (III) English and Marathi language versions: The Tenderer should have the capability to print publications in English and Marathi languages.

The Tenderer should submit the necessary documents to substantiate eligibility criteria as mentioned above at I, II, III in the Technical Bid.

## 10. Completeness of the Tender Offer

The Tenderer is expected to examine all instructions, forms, terms, conditions and deliverables in the Tender Documents. Failure to furnish all information required by the tender documents or submission of a tender offer not substantially responsive in every respect to the tender documents will be at the Tenderer's risk and may result in rejection of its tender offer. The tender offer is liable to be rejected outright without any intimation to the Tenderer if complete information as called for in the tender document is not given therein, or if particulars asked for in the Forms / Proforma in the tender are not fully furnished. The DES reserves right to waive minor non compliances/deconfirmity observed, if any, in the technical bid of the Tenderers. Further, the DES also reserves right to call document, information etc. (in addition to the technical document submitted by the Tenderers) of the Tenderers for assessment of technical evaluation.

## 11. Earnest Money Deposit

I) Tenderer is required to submit a Demand Draft /Pay Order valid till 30/06/2014 of **₹ 5,000/- (Rupees Five thousand only)** as Earnest Money Deposit (EMD) along with his offer. The Offers made without EMD will be rejected. The DD/Pay Order payable at Mumbai

must be drawn on a **Scheduled Bank / Nationalized Bank / Foreign Bank in favour of Accounts Officer, Directorate of Economics and Statistics, Govt. of Maharashtra, Mumbai.**

II) Unsuccessful Tenderer's EMD will be returned within 45 days after the expiry of the period of tender offer validity prescribed by the purchaser.

III) The successful Tenderer's EMD will be discharged upon the Tenderer executing the Contract & submitting Performance Bank Guarantee of **₹ 10,00,000/- (Rs. Ten Lakhs Only).**

IV) The EMD may be forfeited if a Tenderer withdraws its tender during the period of bid validity or in case of a successful Tenderer, if the Tenderer fails to sign the contract in accordance with the terms and conditions.

V) No exemption claim for EMD will be granted in case of a Micro & Small Scale Enterprises.

## **12. Documents Establishing Tenderer's Eligibility and Qualifications**

The Tenderer shall furnish, as part of its tender offer documents establishing the Tenderer's eligibility to participate in the tender and its qualifications to perform the Contract.

The documentary evidence of the Tenderer's qualifications to perform the Contract, shall establish to the DES's satisfaction that the Tenderer is eligible as per the criteria outlined in the Qualification Requirements. This will include the following:

- (1) Details of Tenderer (Annexure B).
- (2) Performance Statement of Printing & supply of publication (Annexure C).
- (3) VAT / Sales Tax Clearance Certificate from the competent authority showing the VAT / Sales Tax paid up to March 2013.
- (4) The Tenderer should have a valid Factory License. Duly Attested copies of the certificate should be furnished with the Technical Bid.
- (5) The annual turnover of the Tenderer should be at least Rupees Fifty lakh during at least one of the preceding three financial years/calendar years.
- (6) Letter for acceptance of all Terms and Conditions of the tender document.
- (7) Power of Attorney in favour of the person signing the bids. (Applicable only if owner or Managing Director or Director of the company is authorising representative to submit bid).

- (8) The original copy of the Tender Offer (Annexure A) shall be typed or written in ink and shall be signed by the Tenderer or a person or persons duly authorized in writing to bid the Tenderer. Such authorization shall be indicated by power-of-attorney accompanying the tender offer. All pages of the Tender Offer, except for unamended printed literature, shall be initiated by the person or persons signing the Tender Offer.
- (9) Certificate that all the items as per Bill of Quantity (BOQ).
- (10) Tenderer's self declaration that he fulfills all the eligibility criteria mentioned in the tender document.
- (11) Balance Sheet or Certificate from Chartered Accountant to substantiate turnover of the Tenderer.

### **13. Two Bid System Tender**

- i) The offers are to be submitted in two separate parts containing Technical and commercial offers. Two separate sealed envelopes containing the Technical and commercial offers respectively should be submitted together in a larger envelope, sealed and super scribed with the Tender Reference Number and Name of Tenderer.
- ii) The two envelopes should be separately, securely sealed. The sealed envelopes must be super scribed with the following information:
  - Type of Offer (Technical or financial)
  - Tender Reference Number
  - Name of Tenderer

### **14. ENVELOPE - I (Technical Offer)**

The Technical Offer (T.O.) should be complete in all respects and contain all information asked for, except prices. It should not contain any price information. The Technical Offer should indicate whether services asked for are quoted, and that all requirements therefore are quoted.

The **Technical Offer** must be submitted in an organized and neat manner. No documents, brochures, etc. should be submitted in loose form. All the pages should be serially numbered.

The format for submission of Technical Offer is as follows:

- Index of documents
- Complete tender document with signature on each page.
- Tender Offer Form (Annexure A) duly filled in.
- Earnest Money Deposit Demand Draft/Pay order of ₹ 5,000/-

- Documents establishing Tenderers eligibility & qualification ( See clause 12 on page 13)
- Tender fee Receipt or DD/Pay order of ₹ 500/-

## **15. ENVELOPE-II (Commercial Offer)**

The Commercial Offer must be given in a separate sealed envelope. The commercial bid should not contradict the Technical Offer in any manner.

Tenderer should submit their prices only in the Bill of Quantity (BOQ) (**Annexure - D**) given in the tender, Prices quoted other than in the bid form shall be liable to be rejected. The Bid Form must be filled-in completely, without any errors, erasures or alterations.

## **16. Erasures or Alterations**

The Tender Offer shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initiated by the person or persons signing the offer. Offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Filling up of the Technical Detail Form using terms such as "OK", "accepted", "noted", "as given in brochure/ manual" is not acceptable. The Purchaser may treat offers not adhering to these guidelines as unacceptable.

## **17. Costs and Currency**

The Commercial offer must be given in Indian Rupees only.

## **18. Fixed Price**

The Commercial Offer shall be on a fixed price basis, inclusive of all taxes. Price quotation accompanied by vague and conditional expressions such as "subject to immediate acceptance", "subject to confirmation", etc. will be treated as being at variance and shall be liable for rejection.

## **19. Submission of Tender Offers**

i) Sealed Tender offers shall be received by the DES at the address specified above not later than the time and date specified in the invitation for Tender offers. In the event of the specified date for the submission of tender offers being declared a holiday, the offers will be received up to the appointed time on the next working day. The DES may, at its discretion, extend this deadline for submission of offers by amending the Tender Documents, in which case all rights and obligations of the purchaser and tendered previously subject to the deadline will thereafter be subject to the deadline as extended.

ii) Telex, cable or facsimile offers will be rejected.

## **20. Late Tender Offers**

Any tender offer received by the purchaser after the deadline for submission of tender offer prescribed by the DES, pursuant to the clause above, will be rejected and / or returned unopened to the Tenderer.

## **21. Modifications and Withdrawal of Offers**

The Tenderer may modify or withdraw his offer after its submission, provided that written notice of the modification or withdrawal is received by the DES prior to the closing date and time prescribed for submission of offers. No offer can be modified by the Tenderer, subsequent to the closing date and time for submission of offers.

## **22. Clarification of Offers**

To assist in the scrutiny, evaluation and comparison of offers, the DES may, at its discretion, ask some or all Tenderers for technical clarification of their offers. The request for such clarifications and the response shall be in writing. To speed up the tender process, the DES, at its discretion, may ask for any technical clarification to be submitted by means of facsimile by the Tenderer. In such cases, original copy of the document describing the technical clarifications must be sent to the DES by means of courier / in person.

## **23. Short-listing of Tenderers**

The DES will short-list technically qualifying Tenderers. The commercial offers of only short listed Tenderers will be opened. As the 'Economic Survey of Maharashtra 2013-14' is required to be published in a time bound manner, the extension to this tender may not be given by the DES and the DES shall proceed to the tender process & evaluate the tenders, received within the time schedule prescribed in this tender notice.

## **24. Evaluation Criteria**

The Officer nominated by the Indenter will evaluate technical bids. The decision of the Indenter will be final and binding on the Tenderer. The commercial offer of the technically qualified bidder shall be open. The quantity of the number of pages mentioned in the Bill of Quantity (BOQ) (Annexure -D) are tentative & the same are for the purpose of commercial evaluation to arrive at 'L1' bidder (Lowest). However, it is further stated that actual quantity may vary & the actual payment shall be made as per actual number of pages contained in the final publications.

## **25. Award Criteria**

The contract shall be awarded on the basis of 'L1' (lowest quote) of the total cost of BOQ (Row1+2+3A+3B+4A+4B) given in Annexure-D. However, the 'L1' bidder will have to match the page-wise lowest quote received by the Indenter in this tender process.

## **26. Completion of Compliance of Tender Conditions and Stipulations, Price Comparisons**

The DES will evaluate the Financial Offers of short-listed Tenderers as above and the Tenderer determined to be substantially responsive. After opening Commercial Offers of the short-listed Tenderers, if there is a discrepancy between words and figures, the amount indicated in words will be taken into consideration.

## **27. DES's Right to Accept Any Offer and OR to Reject Any or All the Offers**

The DES reserves the right to accept or reject printing & supplying work of aforesaid publication and accept the tender in full or in part and reject at any time prior to award of contract, without thereby incurring any liability towards the affected Tenderer(s) or any obligation to inform the affected Tenderer(s) on the grounds for the purchaser's action.

## **28. No commitment to accept lowest or any tender**

The DES shall be under no obligation to accept the lowest or any other offer received in response to this tender notice and shall be entitled to reject any or all offers, including those received late or incomplete offers, without assigning any reason, whatsoever. The DES reserves the right to make any changes in the terms and conditions. The DES will not be obliged to meet and have discussions with any Tenderer, and / or to give a hearing on their representations.

## **29. Corrupt or fraudulent Practices**

The DES requires that the Tenderers under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows: -

**"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution and **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition.

The Purchaser will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

The Purchaser will declare a Tenderer ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Tenderer has engaged in corrupt and fraudulent practices in competing for, or in executing a contract.

### **30. Signing of Contract**

The successful Tenderer will have to enter into the contract with the DES within three to four days. The draft contract form is given Annexure-E. However, the format of the contract may be mutually decided by the DES and successful Tenderer.

## **TERMS AND CONDITIONS OF CONTRACT**

### **1. Performance Bank Guarantee**

Performance Bank Guarantee of **₹ 10,00,000/- (Rs. Ten Lakhs Only)** should be deposited in the form of irrevocable bank guarantee of any Nationalised or Scheduled bank or Foreign bank payable at Mumbai and drawn in the name of Accounts Officer, Directorate of Economics and Statistics, Government of Maharashtra having validity for 6 months from the date of commencement of the contract. It should be submitted immediately on 25<sup>th</sup> March, 2014. The Performance Bank Guarantee will be returned within three months from the date of satisfactory completion of scope of work.

### **2. Penalty Clause**

- a)** If the DES fails to submit requisite No. of copies of 'Economic Survey of Maharashtra 2013-14' at stipulated time because of the delay caused by the Vendor, the Performance Bank Guarantee shall be forfeited and no payments shall be effected full or part thereof to the Vendor.
- b)** The Director, DES reserves the right to waive the penalty considering the circumstances, natural calamities.
- c)** **As the aforesaid publication is confidential till it get published, in case of any disclosure of any information (includes Data, Paragraphs and Text contents, Charts, Diagrams, Maps, Graphs, etc.) contained therein by the vendor, the vendor shall be summarily held responsible and the Performance Bank Guarantee shall be forfeited. In addition to this appropriate legal action shall also be initiated against the vendor by the DES.**

### **3. Payment Terms**

After satisfactory complete delivery of the printed publication by the Tenderer to DES, the payments shall be made by the DES within three months from the date of submission of Invoice by the Tenderer. Any other publications with same specifications shall be provided by Tenderer at the same price-bid as given in Annexure-D. The printing & supply work of publications will be given at different time during the validity period.

### **4. Termination of contract and Risk purchase**

If the performance and the response of the Vendor are not satisfactory to DES, the DES may terminate the contract with one day notice. In case, the contract is terminated, Performance Bank Guarantee will stand forfeited and the vendor will have to face penalty. Any breach of contract will be viewed seriously. The DES may, at its will, choose another Tenderer for completion of printing and supply of 'Economic Survey of Maharashtra 2013-14'.

### **5. Sub-Contract**

The vendor shall not be allowed to sub-contract, whole or part of this contract to any

third party.

## **6. Force Majeure**

The Vendor shall not be responsible for any liability, including but not limited to forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that Contractor's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure or any action attributable to the DES.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of war or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the Vendor shall promptly notify the DES in writing of such conditions and the cause thereof. Unless otherwise directed by the DES in writing, the Vendor shall continue to perform its obligations under the Contract (and shall be paid for such performance) as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **7. Confidentiality**

Any information pertaining to Government of Maharashtra or any other agency involved in the process of preparation of 'Economic Survey of Maharashtra 2013-14', matter concerning GoM or with the agency that comes to the knowledge of the vendor in connection with this contract will be deemed to be confidential and the contractor will be fully responsible for the same being kept confidential and held in trust, as also for consequences of its concerned personal failing to do so. The Vendor shall ensure due secrecy of information and data not intended for public distribution and not to print extra copies and keep with Vendor to sale or to distribute. **The Undertaking to that effect should be submitted along with the tender offer (in technical bid).**

## **8. Arbitration**

All disputes, differences, claims and demands arising under the contract shall be referred to arbitration of a sole arbitrator to be appointed by mutual consent. All arbitrations will be held in Mumbai.

## **9. Legal Jurisdiction**

All legal disputes are subject to the jurisdiction of Mumbai courts only.

Place:

Signature

Name of the Person:

Date:

Designation:

Name of the Company:

Address:

**PART II**  
**Annexure A – TENDER OFFER FORM (TOF)**  
**(To be submitted in Technical Bid)**

Date: 12<sup>th</sup> April, 2014

Tender Reference No.: **DES/ESM/TENDER/2013-14/82, Dated 12<sup>th</sup> April, 2014.**

To: (Name and address of Indenter)

Gentlemen:

Having examined the tender documents including all Annexures, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Contract for printing and supply of 'Economic Survey of Maharashtra 2013-14' publication.

We undertake, if our tender offer is accepted, to commence Contract within 3 to 4 days from the date of receipt of your Notification of Award.

We agree to abide by this tender offer till and shall remain binding upon us and may be accepted at any time before the expiry of the period.

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

We understand that you are not bound to accept the lowest or any offer you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2014

Signature: \_\_\_\_\_

(In the Capacity of :) \_\_\_\_\_

Duly authorized to sign the tender offer for and on behalf of

**Annexure B – DETAILS OF TENDERER**  
**(To be submitted in Technical Bid)**

Details filled in this form must be accompanied by sufficient documentary evidence, in order to verify the correctness of the information.

<b>Sr. No.</b>	<b>Item</b>	<b>Details</b>
1.	Name of the Company/ Organisation /Firm	
2.	Mailing Address  Email ID	
3.	Registration No. and Date of Registration	
4.	Telephone and Fax numbers	
5.	Name of the Owner/Managing Director	
6.	Turn over of the company (Rs. lakhs)  2010-2011 2011-2012 2012-2013	(1) ₹ _____ (2) ₹ _____ (3) ₹ _____

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Name & Signature of the Tenderer  
Designation

**Annexure C – Performance Statement of Printing and supply of publications**  
**( To be submitted in Technical Bid )**

(for a period of last three years for the order value of above ₹ 10 Lakhs)

Name of the Firm \_\_\_\_\_

Order Number and Date	Order Placed by (full address of Organisations)	Description of the job undertaken.	Value of order (Rupees in lakhs)	Date of completion of	
				As per contract	Actual

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Signature of the Tenderer

## Annexure D - BILL OF QUANTITY (BOQ) ( To be submitted in commercial bid )

This is to be returned in original along with the Tender in ENVELOPE –II (Commercial Offer)

**Tender No.- DES/ESM/TENDER/2013-14/82, Dated 12<sup>th</sup> April, 2014.**

Last Date and Time for receipt of tender offers: **02/05/2014** Time 16.30 hrs.

Tentative Time and Date of Opening of technical tender offers: **03/05/2014** Time 16.00 hrs.

Tentative Time and Date of Opening of commercial tender offers: **As conveyed by DES**

**Please note that the Tenderer should quote the prices in the following format.**

### BILL OF QUANTITY (BOQ) for 'Economic Survey of Maharashtra 2013-14'

Sr. No.	Description	Quantity	Rate for one Page (Inclusive of all Taxes, Levies and Duties)	Total cost in Rs.
1.	<b>Cover page of Economic Survey of Maharashtra 2013-14 including front page &amp; the last page (Cover page cost must include Government of Maharashtra Emblem in Golden Embossing on cover page)</b>	Marathi Books 2000 Copies (apx.)	<b>In Figure ₹ .....</b> <b>In Word</b> .....	-----
2.	<b>Cover page of Economic Survey of Maharashtra 2013-14 including front page &amp; the last page (Cover page cost must include Government of Maharashtra Emblem in Golden Embossing on cover page)</b>	English Books 1000 Copies (apx.)	<b>In Figure ₹ .....</b> <b>In Word</b> .....	-----
3.	<b>Processing, Printing, Binding and Supplying Copies of Economic Survey of Maharashtra 2013-14</b>	Marathi Books 2000 Copies X 270 pages (apx.)		-----
		A) Black and White page - 2,20,000 pages (apx.)	<b>In Figure ₹ .....</b> <b>In Word</b> .....	-----
		(B) Colour page 3,20,000 pages (apx.)	<b>In Figure ₹ .....</b> <b>In Word</b> .....	-----
4.	<b>Processing, Printing, Binding and Supplying Copies of Economic Survey of Maharashtra 2013-14</b>	English Books 1000 Copies X 280 pages (apx.)		-----
		(A) Black and White page 1,10,000 pages (apx.)	<b>In Figure ₹ .....</b> <b>In Word</b> .....	-----
		(B) Colour page 1,70,000 pages (apx.)	<b>In Figure ₹ .....</b> <b>In Word</b> .....	-----

We understand that

- 1) The total costs quoted by the Tenderer will be considered for commercial evaluation.
- 2) Prices are inclusive of all taxes, levies and duties excluding Octroi if applicable.
- 3) Prices shall be Valid for the entire contract period and no request for revision shall be entertained by the Directorate.
- 4) The quantity mentioned above is tentative and it is for the purpose of commercial evaluation.
- 5) The contract shall be awarded on the basis of 'L1' (lowest quote) of the total cost of BOQ (Row 1+2+3A+3B+4A+4B) given in Annexure-D. However, the 'L1' bidder will have to match the page-wise lowest quote received by the Indenter in this tender process.
- 6) Actual payments shall be made as per the unit rate of individual items and the quantity supplied to the DES.
- 7) The payment shall be made by the DES within three months on receipt of the Invoice from Vendor.
- 8) If additional copies of aforesaid publication (Marathi & English Language Versions) demanded by DES, the same shall be provided by us at the same rate as above.

We undertake that we shall abide to all the terms and conditions of the tender document including all annexures.

Place:

Date:

(Signature of Tenderer)

Company Name with stamp

## **Annexure E- DRAFT CONTRACT FORM (CF)**

WHEREAS the Vendor has tendered for printing & supply services to the Directorate of Economics and Statistics, Mumbai (hereinafter called "The DES") as per the terms and conditions mentioned in the tender document.

NOW IT IS HEREBY AGREED between the parties hereto as follows:

The contractor has accepted the contract on the terms and conditions set out in the tender notice no. \_\_\_\_\_ dated \_\_\_\_\_ as well in the acceptance of tender no. \_\_\_\_\_ dated \_\_\_\_\_, which will hold good during period of this agreement.

Upon breach by the Vendor of any of the conditions of the agreement, the DES may issue a notice in writing, determine and put an end to this agreement without prejudice to the right of the Government to claim damages for antecedent breaches thereof on the part of the Vendor and also to reasonable compensation for the loss occasioned by the failure of the Vendor to fulfill the agreement as certified in writing by the DES which certificate shall be conclusive evidence of the amount of such compensation payable by the Vendor to the Government.

This agreement shall remain in force until the expiry of 12 months from the date of entering into the contract unless and until the party decides to cancel the contract at any time upon giving 60 days notice in writing to the other party.

In witness whereof the said \_\_\_\_\_ hath set his hand hereto and the DES has on behalf of the Government of Maharashtra affixed his hand and seal thereto the day and year first above written.

Notices in connection with the contract may be given by the DES, or any gazetted officer authorized by the DES.

In consideration of the payments to be made by the DES to the Vendor as hereinafter mentioned the Vendor hereby covenants with the DES to provide the Services and to remedy defects therein conformity in all respects with the provisions of the Contract.

The DES hereby covenants to pay the vendor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

If subject to circumstances beyond control (Force Majeure) the contract fails to deliver the services in accordance with the conditions mentioned in the contract, the Directorate of Economics and Statistics shall at his option be entitled either:

If the DES fails to submit requisite No. of copies to the legislature because of the delay caused by the Vendor, the Performance Bank Guarantee shall be forfeited and no payments shall be effected full or part thereof to the Vendor.

**As the 'Economic Survey of Maharashtra 2013-14' publication is confidential till it get published, in case of any disclosure of any information (includes Data, Paragraphs and Text contents, Charts, Diagrams, Maps, Graphs, etc.) contained therein by the vendor, the vendor shall be summarily held responsible and the Performance Bank Guarantee shall be forfeited. In addition to this appropriate legal action shall also be initiated against the contractor by the DES.**

Mumbai

CONTRACTOR

Witness:

1. For Directorate of Economics and Statistics
2. On behalf of the Governor of Maharashtra, Mumbai.

**Annexure F – CHECK LIST**  
**( To be submitted in Technical Bid )**  
Tender Notice for printing and supply of publication

<b><u>ENVELOPE-I (Technical offer)</u></b>	<b><u>Make Tick Mark</u></b>
1. Index of documents	<input type="checkbox"/>
2. Receipt or DD/Pay order as a Tender Fee (Rs. Five Hundred Only)	<input type="checkbox"/>
3. E.M.D. Demand Draft / Pay Order (Rs. Five Thousand Only)	<input type="checkbox"/>
4. Tender offer form (Annexure-A)	<input type="checkbox"/>
5. Details of Tenderer (Annexure-B)	<input type="checkbox"/>
6. Performance statement of printing & supply of publication (Annexure-C)	<input type="checkbox"/>
7. Draft Contract Form (Annexure-E)	<input type="checkbox"/>
8. Check List (Annexure-F)	<input type="checkbox"/>
9. Copy of Valid Factory License (Registration no. and date of registration)	<input type="checkbox"/>
10. Copy of Balance Sheet /Certificate from C.A. (For last three years)	<input type="checkbox"/>
11. ST/VAT clearance certificate	<input type="checkbox"/>
12. Letter of acceptance of all terms & conditions of the tender document	<input type="checkbox"/>
13. Tenderer Self declaration Certificate for fulfilling all eligibility criteria As mentioned in the tender document	<input type="checkbox"/>
14. Undertaking about confidentiality	<input type="checkbox"/>
15. Power of Attorney in favour of the person signing the bids.	<input type="checkbox"/>

**ENVELOPE-II (Commercial offer)**

Bill of Quantity (BOQ) (Annexure-D)

Place:

Date: (Signature of Tenderer)