

	Public (Elections) Department
	<p>Tender Inviting for Printing and Supply of personalized PVC Electors Photo Identity Cards for the voters (New and Replacement) in Tamil Nadu.</p>
	<p>Tender Document</p>
	O/o Chief Electoral Officer
	Public (Elections) Department
	1 st Floor, Main Building, Secretariat,
	Chennai-600009
	Phone: +91-44-25665327
	Email: sec2.pelecd@tn.gov.in
	Website: www.elections.tn.gov.in

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Important Notice

Applicability of Tamil Nadu Transparency in Tenders Act 1998

This Tender process will be governed by the Tamil Nadu Transparency in Tenders Act 1998 and The Tamil Nadu Transparency in Tenders Rules, 2000 (Website link <http://www.tn.gov.in/gorders/fin446-e.htm>) as amended from time to time and G.O.Ms.No.343, Finance (Salaries) Department, dated 18.09.2020.

In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000, the Act and Rules shall prevail.

Acronyms used in the Document

AMC	Annual Maintenance Contract
BG	Bank Guarantee
CEO	Chief Electoral Officer
DD	Demand Draft
DEO	District Election Officer
EMD	Earnest Money Deposit
EPIC	Electors Photo Identity Card
ERO	Electoral Registration Officer
GST	Goods & Service Tax
IGST	Integrated Goods & Service Tax
INR	Indian Rupee
IS	Indian Standard
ISO	International Organization for Standardization
IT	Information Technology
ITES	Information Technology Enabled Services
LD	Liquidated Damage
LOA	Letter of Acceptance
LOI	Letter of Indent
PO	Purchase Order
PSU	Public Sector Undertaking
PVC	Poly Vinyl Chloride
SD	Security Deposit
SSI	Small Scale Industries

Know Your Rights

1. ALL TENDERS WILL BE OPENED ONLY IN THE PRESENCE OF THE BIDDERS OR THEIR REPRESENTATIVES, ON THE APPOINTED DATE AND TIME
2. PRICE BID OPENING WILL BE DONE ONLY IN THE PRESENCE OF THE TECHNICALLY QUALIFIED BIDDERS OR THEIR REPRESENTATIVES, ON THE APPOINTED DATE AND TIME
3. VENDORS / BIDDERS ARE ELIGIBLE FOR A VENDOR SIGNED COPY OF THE QUOTED PRICE BID COMPARISON STATEMENT ON THE SPOT.
4. PLEASE INSIST ON YOUR RIGHTS AND AVAIL THE SAME.

Chief Electoral Officer
Public (Elections) Department

Letter of Undertaking

To
The Chief Electoral Officer &
Secretary to Government
Public (Elections-II) Department,
Secretariat, Chennai-600009.
Tamilnadu.

Sir,

Sub: Undertaking for participating in CEO, Public (Election), Tamil Nadu's Tender -Reg.

Ref: Tender Ref. No.1/2020/17876, dated 23.11.2020.

I/We ----- have gone through the Terms and Conditions, Scope of Work and Specification and will abide by them as laid down (Tender Documents, Technical bid and Price Bid)

I/We ----- hereby confirm that our Company was not blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/SD was not forfeited by any State Government / Central Government / Public Sector Undertakings during the last three years due to our non-performance, non-compliance with the tender conditions etc.

I/We.....hereby declare that all the particulars furnished by us in this Tender are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

I/We ----- certify that no refurbished components are used for printing and supply of PVC Electors Photo Identity Cards (EPICs). The tendered items to be delivered under this contract are certified as genuine and valid.

I/We _____certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.

In case of violation of any of the conditions above, I/We understand that We are liable to be blacklisted by CEO, Public (Election) Department, Tamil Nadu, for a period of 7 years.

Yours faithfully

For _____

Name, Signature Designation
Seal

Note:

- 1) Declaration in the company's letter head should be submitted as per format given above
- 2) If the bidding firm has been blacklisted by any State Government/ Central Government/ Public Sector Undertakings earlier, then the details should be provided.

1. Preamble

1.1 Background

The Election Commission of India had started the scheme – issuing EPICs (Electors' Photo Identity Card) to the electors in the year 1993 with an objective to ensure easy identification of the electors at the time of voting. Comprehensive guidelines were issued by the Election Commission of India for this purpose in May 2000. In view of the major advances in the technology in the last 12 years, the Election Commission of India has issued fresh directions to ensure better quality cards with stricter security features. As per the fresh guidelines, the EPIC for the voters (new and replacement) will now be printed on PVC sheet with prescribed specifications, security features and personalisation details. The EPIC will carry colour photograph of the elector. The photographs of the elector on new cards should be in sharp focus, of high quality, having natural skin tones and clearly recognizable features. There are around 15-25 lakh cards every year state-wide during summary revision, continuous revision & replacement EPIC that would be required to be printed in a short time. The printing of cards should be taken care throughout the year.

The Public (Elections II) Department invites bids for Printing and Supply of personalized PVC Electors Photo Identity Cards (PVC EPICs) for the voters (New and Replacement) in the State of Tamil Nadu for **a Contract period of 5 (Five) years.**

Short Titles used in the Tender Document

1	Bidder	Bidder means the party who makes a formal offer in pursuance of the tender floated.
2	Successful Bidder	Successful Bidder means the Bidder who becomes successful through the tender process.
3	Day	A day means a calendar day.
4	Self-Service Kiosk Unit	Self-Service Kiosk Unit means the centre or place, wherein the Bidder, interalia undertakes and performs printing of Voters ID Card
5	Life Cycle Cost	Life Cycle Cost means the total cost to be incurred by the purchaser towards printing on PVC sheet with prescribed specifications, security features and personalisation details for a period of 5 years
6	Department	Department means the end-user for whom the printing work is indented through the tender.

2.TenderSchedule

1.	Tender inviting Authority, Designation and Address	The Additional Chief Electoral Officer (IT) and Additional Secretary to Government, Public (Elections) Department , 1st Floor, Main Building, Secretariat, Chennai-600009. Phone: +91-44-25672396 Email: sec2.pelecd@tn.gov.in Website: www.elections.tn.gov.in
2.	A) Name of the Work	Tender for Printing and Supply of personalized PVC Electors Photo Identity Cards (PVC EPICs) for the voters (New and Replacement) in the state of Tamil Nadu.
	B) Tender reference	Tender Ref. No.01/2020/17876, dated 23.11.2020
	C) Place of execution	District Headquarters in all districts of Tamil Nadu.
3.	Tender documents available place	Tender documents can be downloaded free of cost from http://www.tenders.tn.gov.in and elections.tn.gov.in
4.	Earnest Money Deposit (EMD)	Rs.5,00,000 should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "The Chief Electoral Officer & Secretary to Government, Public (Elections-II) Department" and payable at Chennai only.
5.	Tender submission	Two Part Tender comprising of Technical Bid and Price Bid should be submitted <u>MANUALLY</u> . Stage-1 – Technical Bid, Stage-2 – Price Bid opening. Tenders received after the due date and time will be summarily rejected.
6.	Last date for submission of pre-Bid queries	Up to 05.00 p.m. on 30/11/2020. Queries to be emailed to sec2.pelecd@tn.gov.in . The replies to the queries will be hosted by 05.00 p.m. on 03.12.2020 in the website www.elections.tn.gov.in .
7.	Due Date, Time and Place of submission of Tender	On 14.12.2020 @ 3.00 PM at the address mentioned in Row (1) above.
8.	Date, Time and Place of Initial scrutiny of the Bids	On 14.12.2020 @ 3.30 PM at the address mentioned in Row (1) above.
9.	Date, Time and Place of Technical Demonstration and opening of Price Bids	Will be intimated in due course to the eligible bidders.
10.	Tender Accepting Authority	The Chief Electoral Officer & Secretary to Government, Public (Elections-II) Department, Secretariat, Chennai-600009. Tamil Nadu. Phone: +91-44-25670390 Email: sec2.pelecd@tn.gov.in Website: www.elections.tn.gov.in

3. General Instructions

3.1 General

- a) The Bidders are requested to examine the instructions, terms and conditions and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.
- b) It will be imperative for each Bidder(s) to familiarise itself/ themselves with the prevailing legal situations for the execution of contract. CEO, Public (Election) Department, Tamil Nadu shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained by CEO, Public (Election) Department, Tamil Nadu. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- d) The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- e) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- f) The Bidder should be fully and completely responsible to CEO, Public (Election) Department, Tamil Nadu and State Government for all the deliveries and deliverables within the stipulated timelines.

3.2 Clarifications in the Tender

- a) A prospective Bidder requiring any clarification in the Tender may notify CEO, Public (Election) Department, Tamil Nadu by E-mail as per the Format prescribed in Appendix – 3 to sec2.pelecd@tn.gov.in till 05.00 p.m. 30/11/2020. We encourage paper free e-mail communication.
- b) The responses to the clarifications will be notified in the websites by means of Clarifications/ Corrigendum to the Tender Document.

3.3 Amendments to the Tender

- a) Before closing of the Tender, clarifications and amendments if any will be notified in the websites mentioned in the Tender Schedule 48 hours prior to the due date and time for opening of the tender. The Bidders should periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. CEO, Public (Election) Department, Tamil Nadu will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- b) No clarifications would be offered by CEO, Public (Election) Department, Tamil Nadu within 48 hours prior to the due date and time for opening of the Tender.
- c) Before the closing of the Tender, CEO, Public (Election) Department, Tamil Nadu may amend the Tender document as per requirements or wherever CEO, Public (Election) Department, Tamil Nadu feels that such amendments are absolutely necessary.
- d) Amendments may also be given in response to the queries by the prospective Bidders 48 hours prior to the due date and time for opening of the Tender.
- e) Such amendments will be notified in the websites mentioned in the tender schedule 48 hours prior to the due date and time for opening of the Tender.
- f) CEO, Public (Election) Department, Tamil Nadu at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.
- g) CEO Office is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidders' failure to update the Bid documents on changes announced through the website.

3.4 Language of the Bid

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the bidder may be in another

language provided they are accompanied by an accurate translation in English duly notarised, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copies are liable to be rejected.

3.5 Bid Currency

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

3.6 Contacting Tender Inviting Authority

a) Bidders shall not make attempts to establish unsolicited and unauthorised contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and any attempt by any Bidder to bring extraneous pressures on the Tender Accepting Authority and / or the Officials of CEO, Public (Election) Department, Tamil Nadu shall be sufficient reason to disqualify the Bidder.

b) Notwithstanding anything mentioned above, the Tender Inviting Authority or the Tender Accepting Authority may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

3.7 Force Majeure

Neither the Purchaser / CEO, Public (Election) Department, Tamil Nadu nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- Natural phenomena including but not limited to earthquakes, floods and epidemics.
- Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

3.8 Arbitration

Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto

or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the Chief Electoral Officer (CEO), Government of Tamil Nadu

If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the CEO. The Arbitrator so appointed shall proceed with the reference from the stage, where his predecessor had left if both parties consent for the same, otherwise, he shall proceed denovo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.

The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

The venue of the arbitration shall be Chennai and language English.

The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.

4. Eligibility Criteria

The Bidder(s) should meet the following Eligibility Criteria to participate in the Tender and should enclose documentary proof for fulfilling the Eligibility in the Technical Bid.

No.	Eligibility Conditions	Documentary Proof to be submitted
1.	The bidder/ one of the consortium partner should be a Company registered in India under the Companies Act for the past three years (or) a Partnership Firm registered in India under the Partnership Act.	a) Certificate of incorporation / partnership registration should be submitted
2.	<p><u>In case of Consortium of Bidders:</u></p> <p>a) Consortium of Bidders is allowed with maximum of one partner.</p> <p>b) One of the partner shall be designated as Prime Bidder. The Prime Bidder and the Consortium partner shall be a Registered Company in India and existing for the past 3 years as on 31/03/2020.</p> <p>c) No partner of a Consortium should Bid individually or be a partner of another Consortium.</p>	<p>a) The Prime Bidder/ Consortium partner individually should submit the Certificate of Incorporation.</p> <p>b) A Consortium Agreement shall be entered among the partners and the language shall be in English. The original Consortium</p> <p>c) Agreement shall be submitted. The Consortium Agreement shall contain statement that all partners of the consortium shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.</p>
3	<p>a) The Prime bidder should be in business of printing and supply of PVC cards with personalisation at least for the past 3 years.</p> <p>b) The consortium partner should be in business of installation and</p>	a) Copy of work order dated before 31/03/2020 obtained from the customer or agreement signed dated before 31/03/2020 with the customer for printing and supply of PVC cards with security features and

	<p>commissioning of Card printing kiosk at least for the last one year.</p>	<p>personalisation should be submitted.</p> <p>b) Copy of work order dated before 31/03/2020 obtained from the customer or agreement signed dated before 31/03/2020 with the customer for installation and commissioning of Card printing kiosk should be submitted.</p> <p>c) Copy of the work order or Agreements and Completion/ Satisfactory Certificates from the customers should be submitted.</p> <p>d) The consortium partner should submit the proof for successful implementation and commissioning of the Card printing kiosk in India.</p>
4	<p>a) The Prime Bidder or the consortium partner together in the case of the consortium should have an average annual turnover of Rs.4 Crores and above, in the last three audited financial years (2017-18, 2018-19 & 2019-20).</p> <p>b) The Prime Bidder should be in business of printing and supply of PVC cards with personalisation at least last 3 years and should have an average annual turnover of Rs.3 Crores and above in the last three audited financial years (2017-18, 2018-19 & 2019-20).</p> <p>c) The Consortium partner should be in business of installation and</p>	<p>a) The prime bidder/Consortium partner should submit copies of the Audited balance sheet for the last 3 financial years (i.e., 2017-18, 2018-19 & 2019- 20.). (For the financial year 2019-20, in case of unaudited, the provisional balance sheet certified by the Chartered accountant shall be attached.)</p> <p>b) Certificate from the Chartered Accountant should be enclosed with positive net worth in the two financial years of last three financial years (i.e., 2017-18, 2018-19 & 2019- 20).</p>

	commissioning of Card printing kiosk with personalisation and should have an average annual turnover of Rs.1 Crore and above in the last three audited financial years (2017-18, 2018-19 & 2019-20).	
5	The Prime Bidder should have executed at least One Single Work Order/Agreement for printing of 25 Lakhs PVC Cards either with guilloche printing (or) UV light visible printing (or) micro lettering with variable data printing to Public Sector Undertaking / Government / Banks (or) to any other single corporate entity directly in any one of the last three financial years 2017-18, 2018-19, 2019-20.	Copy of the Work orders/Agreements and satisfactory completion certificate from the customers. In case the work has been executed for a Corporate Entity, the Annual Report including Balance sheet and Profit & Loss accounts for the last three audited years of the Corporate entity should also be submitted.
6	The Prime Bidder should have previous experience of printing and supply of PVC EPIC with Variable data as per specification of Election Commission of India.	Copy of the Work orders/Agreements and satisfactory completion certificate from the customers should be attached.
7	The Prime Bidder/ consortium partner should not have been black Listed by any of the Government Departments / PSU.	Declaration undertaking should be submitted
8	The Prime Bidder/ consortium partner should have been registered for Goods and Services Tax	The bidder should enclose the Registration Certificate for Goods and Services Tax (GST) (Registered on or Before 1.7.2017) and also submit GSTR-3b for the last six months (2019-20).

9	The Prime Bidder should submit 5 Nos. of printed sample cards along with Technical Bid as per the requirement of this tender.	5 Nos. of samples as per requirement.
10	The Prime Bidder/ consortium partner should demonstrate instant printing of EPIC on Self-Service Kiosk during Technical Evaluation.	Demo should be arranged any time after submission of the bid as per instruction given from the CEO Office to the eligible bidders qualifying above all points.
11	The Prime Bidder should have registered office in Tamil Nadu. If in case, Bidder is not having an office in Tamil Nadu, a necessary undertaking to open the office in Tamil Nadu within 15 days of signing the agreement should be submitted.	The rental agreement, rent receipt or telephone bills should be submitted.

Important Note:

Bidders should ensure that they have submitted all the required proof documents as specified in the Tender document without fail. Bids received without supporting documents to prove their Eligibility are liable for rejection.

4.1. Joint Venture/Consortium terms (If not a single Agency)

Joint venture/Consortium terms for the assignment: Joint venture/consortiums are allowed. Bids submitted by a Joint venture/consortium (JV) of not more than two firms as partners/members shall comply with the following requirements:

- i) There shall be a Joint venture/consortium Agreement between all members specific to the current assignment, indicating clearly, amongst other things, the proposed distribution of responsibilities both Printing and supply of PVC EPICs and Installation and commissioning of card printing Kiosk for execution of the work. For the purpose of this clause, the lead member will be the single point of contact. A copy of the Joint venture/consortium agreement shall have to be submitted as JV agreement form as per Annexure-IV for technical evaluation.
- ii) The bid, and in the case of the successful bidder, the Form of Agreement, etc., shall be signed and / or executed in such a manner as may be required for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). On award of work, the Form of Agreement and Contract Documents shall be signed by all partners of the Joint venture/consortium to conclude Contract Agreement.
- iii) Lead member shall be nominated as being member/partner-in-charge; and this authorization shall be evidenced by submitting a power of attorney signed by the legally authorized signatories of all the partners.
- iv) The lead member shall be authorized to incur liabilities and to receive instructions for and on behalf of the partners of the Joint venture/consortium, whether jointly or severally, and entire execution of the Contract (including payment) shall be carried out exclusively through the lead member. A copy of the said authorization shall be furnished in the Bid as part of JV agreement form as per Annexure-IV.
- v) All partners of the Joint venture/consortium shall be liable jointly and severally for the execution of the Contract in

accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under sub clause (iii) above as well as in the Form of Tender and the Form of Agreement (in case of a successful bidder).

- vi) In the event of default by any partner, in the execution of his part of the Contract, the Employer shall be so notified within 30 days by the lead member, or in the case of the lead member being the defaulter, by the partner nominated as Lead Member of the remaining Joint venture/consortium. The Lead member shall, within 60 days of the said notice, assign the work of the defaulting partner to any other equally or higher competent party acceptable to the CEO, TN to ensure the execution of that part of the Contract, as envisaged at the time of bid. In case the Joint venture/consortium was technically qualified only because of any parameter/ contribution of the defaulting partner, then the replacement partner should have the same qualifications. Failure to comply with the above provisions will make the Contractor liable for action by the CEO under the Conditions of Contract. If the Lead Partner defined as such in the Communication approving the qualification defaults, it shall be construed as default of the Contractor and CEO will take action under the Conditions of Contract.
- vii) Notwithstanding the permission to assigning the responsibilities of the defaulting partner to any other equally competent party acceptable to the Employer as mentioned in sub clause (vi) above, all the partners of the Joint venture/consortium will retain the full and undivided responsibility for the performance of their obligations under the Contract and/ or for satisfactory completion of the Works.
- viii) Sub-Contracting—proscription

The Agency shall not subcontract the whole or part of the work. If any information is received on any subcontracting having been done by the successful bidder at any point of time during the subsistence of contract, a penal amount equivalent to maximum of 10% of the work order shall be levied and the contract may also be liable to be cancelled at the discretion of CEO.

5. Bid Preparation and Submission

5.1 Cost of Bidding

The Bidders should bear all costs associated with the preparation and submission of Bids. CEO, Public (Election) Department, Tamil Nadu will in no way be responsible or liable for the charges/costs incurred regardless of the conduct or outcome of the bidding process.

5.2 Tender Document

The Tender Documents can be downloaded free of cost from <http://www.tenders.tn.gov.in> and www.elections.tn.gov.in

5.3 Earnest Money Deposit (EMD)

- a) An EMD amount of Rs.5,00,000/- should be paid by way of Demand Draft or Banker's Cheque drawn in favour of "Chief Electoral Officer, Tamil Nadu" payable at Chennai. The Demand Draft or Banker's Cheque should be submitted along with other eligibility criteria documents in Cover- A. The EMD in the form of Bank Guarantee is not acceptable.
- b) The EMD of the unsuccessful Bidders will be returned at the expense of the Bidders within a reasonable time consistent with the rules and regulations in this behalf. The EMD amount held by the office till it is refunded to the unsuccessful Bidders will not earn any interest thereof.
- c) The EMD amount of the Successful Bidder can be converted as part of the Security Deposit (SD) for successful execution of the work and will be returned only after the successful fulfilment of the Contract.
- d) The EMD amount will be forfeited to CEO OFFICE, if the Bidder withdraws the bid during the period of its validity specified in the tender or if the Successful Bidder fails to remit Security Deposit or fails to sign the Contract within the due dates.

5.4 Letter of Authorisation

A letter of Authorisation from the Board of Directors / appropriate authority authorising the Tender submitting authority or a Power of Attorney should be submitted in the Technical bid, otherwise the Bids will be summarily rejected.

5.5 Two Part Bidding

Bidders should examine all instructions, Terms, Conditions and Technical specifications given in the Tender document. Failure to furnish information required by the Bid or submission of a Bid not substantially responsive in every respect will be at the Bidder's risk and may result in rejection of Bids. Bidders should strictly submit the Bid as specified in the Tender, failing which the bids will be treated as non-responsive and will be rejected.

Technical Bid (Envelope-A)

- a) The Technical Bid format as given in the Tender shall be filled, signed and stamped on all pages. Errors if any shall be attested by the Bidders. The Technical Bid shall not contain any indications of the Price, otherwise the Bid will be summarily rejected.
- b) The Technical Bids shall be typed, serially numbered, signed and stamped in all pages by the authorised signatory of the Bidder. Any alternations, deletions or overwriting shall be attested with full signature of the authorized signatory.
- c) The Technical Bid with supporting documents and the EMD cover should then be put in a separate cover and sealed appropriately. The Technical Bid cover should be superscribed as "Technical Bid for Printing and Supply of personalized PVC Electors Photo Identity Cards (PVC EPIC's) for the voters (New and Replacement) in the state of Tamil Nadu through facility (self-service kiosk) to be setup in each district headquarters in Tamil Nadu (Envelope- A) Tender Ref. No.01/2020/17876, due on 14.12.2020. The "FROM Address" and "TO Address" should be clearly written in the cover otherwise the Bid is liable for rejection.
- d) The bidders should submit the sample printed PVC EPIC cards along with the Technical Bid.

Price Bid Form (Envelope-B)

- a) All the Price items as asked in the Tender should be filled in the Price Bid Format as given in the Tender.
- b) The price quoted by the Bidder shall include cost and expenses on all counts viz. cost of equipment, materials, tools/ techniques/ methodologies, manpower, supervision, administration, overheads, travel, lodging, boarding, in-station & outstation expenses, etc. and any other cost involved in the supply and commissioning. No additional cost on any head can be claimed by the Successful Bidder during execution of the contract.
- c) The Price Bid Form should not contain any conditional offers or variation clauses, otherwise the Bids will be summarily rejected.
- d) The Prices quoted shall be only in **INDIAN RUPEES (INR) only**. The tender is liable for rejection if Price Bid contains conditional offers.
- e) The Price Bid shall be typed and shall be signed by the authorised signatory in all pages. Any alterations, deletions or overwriting shall be attested with full signature of the authorized signatory.
- f) The cost quoted by the Bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender. The Bidder should keep the Price firm during the period of Contract including during the period of extension of time if any. Escalation of cost will not be permitted during the said periods or during any period while providing services whether extended or not within the stipulated delivery period. The Bidders should particularly take note of this factor before submitting the Bids.
- g) The Price Bid shall be placed in sealed separate covers and Superscribed as Price Bid and then should be placed in (Envelope-B) and sealed appropriately. The Price Bid cover shall be superscribed as Printing and Supply of personalized PVC Electors Photo Identity Cards (PVC EPICs) for the voters (New and Replacement) in the state of Tamil Nadu (Envelope-B) Tender Ref. No.01/2020/17876, due on 14.12.2020.

The "FROM Address" and "TO Address" should be clearly written in the cover otherwise the Price Bid is liable for rejection.

Outer Cover

The Technical Bid cover including EMD cover (Envelope-A) and Price Bid cover (Envelope-B) shall then be put in a single outer cover and sealed appropriately by use of sealant. The outer cover shall be superscribed as "Tender for Printing and Supply of personalized PVC Electors Photo Identity Cards (PVC EPIC's) for the voters (New and Replacement) in the state of in Tamil Nadu through facility (Self-Service Kiosk) to be set up in each district headquarters in Tamil Nadu" - Tender Ref. No.1/2020/17876 due on 14.12.2020 @ 3.00 PM". The "FROM" address and "TO" address shall be written without fail otherwise the Technical Bid is liable for rejection.

5.6 Bid closing date and time

The Bids should be submitted not later than the date and time specified in the Tender Schedule or Corrigendum if published. Hence the Bidders should be cautious to submit the Bids well in advance to avoid disappointments.

5.7 Mode of Submission of Bids

- a) The Bids should be submitted strictly as specified in the Tender document. The Bids should be dropped in the Tender box kept at CEO Office- Tamil Nadu, Chennai on or before the due date and time. The Bids will not be received personally.
- b) If the Bidder prefers to submit the Bid by post, the Bidder should ensure that the Bid reaches on or before the due date and time. CEO Office will not be liable or responsible for any postal delay or any other delay whatsoever.
- c) If any Bid is received after Due Date and Time or unsealed or disorderly submitted or received by Facsimiles (FAX), the Bid will be treated as nonresponsive.

5.8 Modification and withdrawal of Bids

The Bids once submitted cannot be modified or amended or withdrawn. No documents would be supplemented after submission of Bids.

6. Tender opening and Evaluation

6.1 Technical Bid Opening

The Technical Bid will be opened on the date and time as specified in the Tender schedule in the presence of those Bidders, who choose to be present against production of an authorisation letter from the Bidding authority. A maximum of two representatives for each Bidder would be allowed to attend the Tender opening.

6.2 Tender Validity

- a) The offer submitted by the Bidders should be valid for a minimum period of 180 days from the date of opening of the Tender.

6.3 Initial Scrutiny

- b) In exceptional circumstances, CEO Office may solicit the Bidders to extend the validity. The Bidder should extend price validity and Bid security validity.

Initial Bid scrutiny will be conducted and incomplete details as given below will be treated as non-responsive.

If Tenders are;

Not submitted in two parts as specified in the Tender

Received without the Letter of Authorisation

Received without EMD amount

Found with suppression of details

Incomplete information, subjective, conditional offers.

Submitted without support documents as per the Eligibility Criteria and Evaluation Criteria

Non-compliance of any of the clauses stipulated in the Tender

Lesser validity period

However, documents of historical nature can be called for by CEO Office for assessing eligibility.

All responsive Bids will be considered for further evaluation. The decision of CEO Office will be final in this regard.

6.4 Clarifications by CEO Office

When deemed necessary, CEO Office may seek bonafide clarifications on any aspect from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Bid or price quoted. During the course of Technical Bid evaluation, CEO OFFICE may seek additional information or historical documents for verification to facilitate decision making. In case the Bidder fails to comply with the requirements of CEO OFFICE as stated above, such Bids may at the discretion of CEO OFFICE, be rejected as technically non-responsive.

6.5 Tender Evaluation

6.5.1. Suppression of facts and misleading information

During the Bid evaluation, if any suppression or misrepresentation is brought to the notice of CEO OFFICE, CEO OFFICE shall have the right to reject the Bid and if after selection, CEO OFFICE would terminate the contract, as the case may be, the rejection/ termination will be without any compensation to the Bidder and the EMD / SD, as the case may be, shall be forfeited.

Bidders should note that if any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, CEO OFFICE shall have the right to seek the correct facts and figures or reject such Bids.

It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, CEO OFFICE at its discretion may or may not consider such documents.

The Tender calls for full copies of documents to prove the bidder's experience and capacity to undertake the project.

6.5.2 Technical Bid Evaluation

a) A Technical Committee will examine the Technical Bids against the Eligibility Criteria and Evaluation Criteria given in the Tender document. The evaluation will be conducted based on the support documents submitted by

the Bidders. The documents which did not meet the eligibility criteria in the first stage of scrutiny will be rejected in that stage itself and further evaluation will not be carried out for such bidders. For the bidders qualifying the eligibility points based on the documents submitted will be called to provide the demonstration of the Kiosks. Only those bidders will be considered for further evaluation who are successful to provide demo as per given time & date by CEO Office. The technically qualified Bidders alone will be considered for further evaluation.

- b) Envelope – A shall contain only the Technical Bid with the required EMD.
- c) On opening of the Technical Bid (Envelope A), if the required EMD is not enclosed, the tender will be rejected.
- d) The sample submitted will be evaluated for the tender specification as given in the Scope of work to select the technically qualified bidder.
- e) For those Bidders who have already worked or working with CEO OFFICE, their previous performance in CEO OFFICE would be the mandatory criteria for selection. If any unsatisfactory performances of those Bidders are found, their Bids will be straight away rejected.

The Unsatisfactory performance is defined as any of the following:

- 1) Non responsiveness after getting the Purchase order(or)
- 2) Delay in supply, installation of the ordered items etc.(or)
- 3) Lack of communication about the delay in deliveries, Installation etc.

6.5.3 Price Bid Evaluation

- a) The technically qualified Bidders only will be called for Price Bid opening. The Price Bids will be opened in the presence of the technically qualified Bidders who choose to be present at CEO OFFICE.
- b) The Price Bid evaluation will be conducted as stipulated in the Tamil Nadu Transparency in Tenders Act, 1998 and Tamil Nadu Transparency in Tenders Rules, 2000 with latest amendments. All the cost in the Price Bid will be added and evaluated.

- c) In respect of GST, where the bidders are from the State of Tamil Nadu GST shall be included for evaluation. In respect of bidders, who are from outside of Tamil Nadu IGST will be taken into account.
- d) Price bid of the technically qualified bidders alone will be opened and evaluated as follows.
- e) The Bid value for a bidder for the bidders would be calculated as follows:
Bid Value = Rate Quoted per card x Tentative No. of total cards per year calculated as an average of three year data given in the Table-I referred to in Point No. 5 of Section 8 of this document.
- f) Partial bid is not allowed. Failure to, submit the offer or partial offer will be liable for rejection of the bid itself.
- g) The Bidder, who will be selected after the Price Bid evaluation will be called as Successful Bidder.
- h) The bidder shall confirm that the price bid confirms to all the terms and conditions stipulated in the tender document. He shall confirm that the price bid is final in all respects and contains no conditions.

6.6 Negotiations

Negotiations will be conducted with all the Successful Bidders for improvement in the Scope of Work, Specification, further reduction in price and advancement of delivery schedule.

6.7 Award of Contract

- 1) The bidder who quotes lesser amount in 3 (D) of the Price Bid (i.e., Annexure-III) will be declared as L1 bidder.
- 2) L1 Bidder will be declared as a Successful Bidder and contract will be signed with him for Printing and Supply of personalised PVC EPICs for the period of 5 years.
- 3) No dispute can be raised by any Bidder whose Bid has been rejected and no claims will be entertained or paid on this account.

6.8 Chief Electoral Officer (CEO) reserves the right to:

1. Negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of prices.
2. Insist on quality / specification of materials to be supplied.
3. Increase the period of contract for further 15 months beyond 5 years as per the provisions of Tamil Nadu Transparency in Tenders Act, 1998 and Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time, which the bidder would be bound to accept as per the existing rate.
4. Change the list of areas of supply locations from time to time based upon the requirement of the purchase.
5. If delivery performance of the Bidder is not as per the Schedule, then CEO OFFICE reserves the right to reallocate the quantity to other Bidder.
6. CEO reserves his right to inspect the bidders' facilities before or after placement of orders and based on the inspection, CEO reserves right to modify the quantity ordered.
7. CEO reserves his right to withhold amount for the deficiency in the service aspect of the ordered items supplied to the customers.

7. Execution of Work

7.1 Acceptance of Tender and Withdrawals

The final acceptance of the tender is entirely vested with CEO OFFICE who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in Scope, Specification, lack of anticipated financial resources, court orders, calamities or any other unforeseen circumstances. After acceptance of the Tender by CEO OFFICE, the Successful Bidder shall have no right to withdraw their tender or claim higher price.

7.2 Letter of Acceptance (LOA)

After acceptance of the Tender by CEO OFFICE, a Letter of Acceptance (LOA) will be issued to the Successful Bidder(s) by the CEO.

7.3 Payment of Security Deposit (SD)

The Successful Bidder will be required to remit a Security Deposit (SD) equivalent to **Five** percent of the value of the order, inclusive of EMD by way of Demand Draft payable at Chennai or in the form of unconditional irrevocable Bank Guarantee valid for a period equivalent to six months beyond the contract period from the date of acceptance of the tender on receipt of confirmation from the CEO. For the purpose of this tender the value of order would be arrived at by multiplying the agreed rate with the total number of tentative cards per year calculated as an average of three year data given in the Table I referred to in Point no. 5 of Section 8 of this document. **The SD shall be paid within 7 days from the date of issue of Letter of Acceptance (LOA) by the CEO.** The SD furnished by the Successful Bidder in respect of the tender will be returned to them at the end of the 5 years contract. The Security Deposit will be refunded to the Successful Bidder only after successful completion of the period of the contract. The Security Deposit held by the CEO till it is refunded to the Successful Bidder will not earn any interest thereof. The validity of the Security Deposit will be extended according to the extension of the contract period, if any.

The Security Deposit will be forfeited if the Successful Bidder withdraws the Bid during the period of Bid validity specified in the Tender or if the Bidder fails to sign the contract, which would be apart from any other action like blacklisting, which O/o CEO may decide to take.

7.4 Execution of Contract

- a) The Successful Bidder should execute a Contract in the INR 20 non-judicial Stamp Paper bought in Tamil Nadu in the name of the Bidder **within 7 days from the date of Letter of Acceptance issued by the CEO** with such changes/modifications as may be indicated by O/o CEO at the time of execution on receipt of confirmation from O/o CEO.
- b) The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of CEO. CEO office reserves its right to cancel the work order either in part or full, if this condition is violated. If the Successful Bidder fails to execute the agreement, the SD of the Successful Bidder will be forfeited and their tender will be held as non-responsive.
- c) The expenses incidental to the execution of the agreement should be borne by the Successful Bidder.
- d) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of CEO and CEO also have the right to recover any consequential losses from the Successful Bidder.

7.5 Release of Work Order

After execution of the Contract and payment of Security Deposit, "Firm Work Order" for the provisioning of Tendered items will be issued to the Successful bidder by the Elections Department. The supply and payment will be based on the work orders issued.

7.6 Refund of EMD

The EMD amount paid by the Successful Bidder will be adjusted towards Security Deposit payable by them. If the Successful Bidder submits Security Deposit for the stipulated value in full by way of Bank Guarantee, the EMD will be refunded. The EMD amount of the Unsuccessful Bidder will be refunded after finalisation and signing of Contract Agreement with the Successful Bidder.

7.7 Release of SD

The Security Deposit will be refunded to the Successful Bidder on completion of entire supply, and at the end of the contract period, including extended period, if any, subject to satisfaction of CEO, Govt. of Tamilnadu. Such completion would be arrived at when the entire quantity is supplied by the Successful Bidder(s) as per the Contract Agreement and as per Work Order(s) issued by DEOs/CEO from time to time.

7.8 Forfeiture of EMD and SD

- a) If the Successful Bidder fails to remit the SD, the EMD remitted by them will be forfeited to CEO OFFICE and the tender will be held void.
- b) If the Successful Bidder fails to act up on to the tender conditions or backs out from the contract, the SD mentioned above will also be forfeited to CEO.

7.9 Termination of Contract

Termination for default

- a) CEO may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 7 days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by CEO; or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgment of CEO/CEO OFFICE, has engaged

- in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of CEO / CEO OFFICE terminating the Contract in whole or in part, CEO/CEO OFFICE may procure, upon terms and in such manner as it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to CEO/CEO OFFICE for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

Termination for Insolvency

CEO may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the successful bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to CEO.

Termination for Convenience

CEO may by written notice, with a notice period of seven days sent to the Successful Bidder, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for CEO's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

7.10 Execution of Work Order

The Successful Bidder should nominate and intimate the CEO / each DEO, an Account Manager for Single Point of Contact (SPOC), who should be responsible for effective delivery of work complying with all the terms and conditions. The Successful Bidder should ensure that the Account Manager fully familiarises with the Tender Conditions, Scope of Work and deliverables.

7.11 Assigning of Tender whole or in part

The Successful Bidder shall not assign or make over the contract, the benefit or burden thereof to any other person or persons or body

corporate. The Successful Bidder should not under-let or sublet to any person(s) or body corporate for the execution of the contract or any part thereof.

7.12 Liquidated Damages (LD)

A penalty will be levied at the rate of 0.25% of the Work Order value per day subject to a maximum of 10% for non-fulfilment of delivery schedule subject to Force Majeure conditions. If the work is not completed in full even after 40 days period, such performance may entail termination of contract and black listing of the Successful Bidder from participating in any of the CEO OFFICE's Tenders. This alone will not relieve the Successful Bidder and the difference in cost for the execution of work through other Technically qualified Bidders or any other alternative sources will be recovered from the Successful Bidder.

7.13 Other Conditions

- a) The final decision would be based on the technical capacity and pricing of the Bidder.
- b) CEO OFFICE reserves the right to reject any or all the tenders without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interests of CEO OFFICE for good and sufficient reasons.

8. Scope of Work

1. The Successful Bidder will have to set up a Self-Service Kiosk unit for printing of PVC EPICs consisting of one Self-Service Kiosk at each district headquarters at a place given by the District Election Officer. The Self-Service Kiosk would print PVC EPICs through Voter Portal(NGSP) provided by the Election Commission of India of India New Delhi and return the printed / personalized cards to the District Election Officer / ERO on the Spot. However, in case there is a Summary Revision in the State or the District, where the volume of cards to be printed is high, the Successful Bidder shall be permitted to get the cards printed at any centralized place and deliver the same at the respective District Headquarters in the same order as given in PDFs generated on ERONET printing tool by the office of CEO/DEO/ERO. For both the Summary Revision and Continuous Updation delivery of EPICs should be made as per the ECI letter No.23/ERO-NET/LET/ECI/FUNC/ERD-ER/2018, Dated 20th July, 2018.
2. A Self-Service Kiosk (as per the technical specification given below) has to be installed in each Districts (37 Districts) by the Successful Bidder to take care of printing of cards throughout the year. Necessary Power Back up would have to be provided for by the successful bidder. The Space and required power and network access for setting up the Self-Service Kiosk would be given by the District Election Officer concerned and Self-Service Kiosk to pick EPIC card holder data from Voter Portal provided by the Election Commission of India of India New Delhi to print the respective EPIC instantaneously. The DEO should appoint a technical person (Manpower already deployed by the SLA for Election Section) as nodal officer to escalate the issues of kiosks, if any, to the vendor. At the same time, successful bidder to provide operational training to the concerned department staff for contingency. Maintenance & Support to be provided by the successful bidder during the entire tenure of the Contract.
3. The printing may be carried out both in centralized manner at bidders headquarter printing facility and in a decentralized manner at the district printing centre. It is the sole responsibility of the vendor to plan well in advance for the printing in such a manner that all the cards are delivered within the stipulated time. However, bidder will make efforts in order to carry out major portion of the printing in a centralized manner at their headquarters printing facility. The de-centralized facility (self-service kiosk) should be used in case of contingency, correction or as a backup.

4. All other arrangements for printing of cards would have to be done by the Successful Bidder based on the data given to him in files through online sharing link from CEO/DEO/ERO Office.
5. A quantity of 15-20 lakhs (in the entire State) need to be printed including Summary Revision & Continuous Revision cards. The last three years' figures of numbers of cards required to be printed are indicated district-wise in Annexure-I. This is only an indicative quantity and can change from year to year depending on applications received from Public.
6. The cards during Summary Revision that need to be printed in a short time of 25 days can be taken up by the Successful Bidder's secured centralized card manufacturing and personalisation facility. The delivery needs to be made at every District Headquarter.
7. While the electors applying in the voters portal of the ECI (web portal / Mobile App) (in Form 001, Form 6, Form 8, Form 8A cases where Replacement EPICs were given) for getting their Replacement EPICs, the ELECTIONS DEPARTMENT will send the data to the successful bidder on approval of ERO / AERO. In turn the successful bidder print the EPICs and supply the EPICs to the respective DEO of the elector. If the Voter wishes to print the card in the Kiosk the QR Code will be sent to cardholder Mobile or mail. On showing QR code to the self-service kiosk respective approved EPIC to be printed with optional security of OTP / PIN to the registered mobile for instant EPIC printing.
8. A bidder should provide a support to configure/develop the application within the Kiosk as required by the CEO Office.
9. The details of Districts (**), and No. of constituencies in each district are as detailed below:

Sl.No	Name of the District	No. of ACs
1	Chennai	16
2	Thiruvallur	10
3	Kanchipuram	4
4	Thiruvannamalai	9
5	Salem	11
6	Krishnagiri	6
7	Dharmapuri	5
8	Villupuram	7
9	Vellore	5
10	Erode	8

11	Coimbatore	10
12	The Nilgiris	3
13	Tiruppur	8
14	Karur	4
15	Namakkal	6
16	Dindigul	7
17	Trichirappalli	9
18	Cuddalore	9
19	Ariyalur	2
20	Perambalur	2
21	Pudukottai	6
22	Thanjavur	8
23	Tiruvarur	4
24	Nagapattinam	6
25	Madurai	10
26	Theni	4
27	Ramanathapuram	4
28	Virudhunagar	7
29	Sivaganga	4
30	Tirunelveli	5
31	Thoothukudi	6
32	Kanyakumari	6
33	Kallakurichi	4
34	Chengalpet	7
35	Tenkasi	5
36.	Tirupathur	4
37	Ranipet	4
Total		234

** The number of districts may vary from time to time

The district wise details of EPICs issued in the year 2018, 2019 and 2020 (including Form-001, Form 6, Form 8, Form 8A cases where new EPICs were given) are indicated in Annexure-I for reference. The quantity indicated is tentative and for referral & evaluation purposes only, as mentioned elsewhere in this tender document.

10. The PVC EPICs shall be supplied with prescribed security features and personalization details printed upon them as detailed below. However, the specification may change as and when directed by Election Commission of India (ECI) and the Successful Bidder will then have to follow the revised specifications. A covering letter needs to be printed with the respective data in English & Tamil language and the EPIC Number shall be pasted on the top of it. The letter along with the card shall be folded and inserted in the envelope (see Annexure-II) with a transparent window showing the address. These envelopes should be dispatched to the respective DEOs in the prescribed time limits. Further the DEOs will ensure the dispatch of the EPICs by Speed Post (As per Para 4 (a) of the ECI letter No.22/2/INST/ECI/FUNC/ERD/ER/2014, Dated 07th April 2017) to the door step of the electors by abiding with the directions of the Elections Department.

10.1 Specification for card:

- (i) Card Type: All new cards will be printed on PVC card with colour photograph.
- (ii) Card Size: 8.6 cm vertical and 5.4 cm horizontal with variation permissible of plus or minus 5%.
- (iii) Thickness: 0.6 mm to 0.8 mm

10.2. Specifications for security printing:

Front:

- (i) Spiral micro letters line (EPIC) in art screen.
- (ii) Three colour guilloche design
- (iii) The National Emblem with guilloche design for invisible printing which can be seen by ultra violet light
- (iv) The National Emblem printed on the upper left hand corner and Election Commission of India logo printed on the upper right hand corner in colour.

Back:

- (i) Relief tint of "Election Commission of India" in bilingual, i.e. English and Tamil.

10.3. Personalisation:

Front:

- (i) 'Election Commission of India' in English and Tamil on the top.
- (ii) "Elector Photo Identity Card" in English and Tamil below 'Election Commission of India'.
- (iii) Colour Photo of the elector – 3.2 cm (vertical) x 2.4 cm (horizontal).

- (iv) EPIC number of the elector printed in alphabets and numbers and also as a barcode.
- (v) Name of the elector, in English and Tamil.
- (vi) 'Relation name', printed in English and Tamil.

Back:

- (i) "Sex" printed in English and Tamil.
- (ii) Date of birth/age printed, in English.
- (iii) Address, printed in English and Tamil.
- (iv) Number and name of Assembly Constituency, printed in English, Tamil.
- (v) Part number and name, in English and Tamil.
- (vi) Electoral Registration Officer in place of Scanned Signature of Electoral Registration Officer
- (vii) Below Assembly Constituency No. & Name, Part No. & Name shall be inserted.
- (viii) The following notes printed in English and Tamil.
- (ix) (a) Mere possession of Elector Photo Identity Card is no guarantee of name being present in electoral rolls. Please check your name in the current electoral rolls before every election.
- (x) (b) Date of birth mentioned in this card shall not be treated as proof of age or date of birth for any purpose other than registration in electoral rolls.

10.4. Letter Specification:

- (i) 75 GSM Maplitho Paper (+/- 5%) from "A" grade mill
- (ii) Size: 210 mm x 286 mm
- (iii) Name, Address, EPIC number and covering body to be printed on single side in single colour.

10.5. Window Envelope Specification:

- (i) 90 GSM Maplitho paper (+/- 5%) from "A" grade mill
- (ii) Closed Size: 4" x 7"
- (iii) 4 colour printing with ECI logo and other important matter
(Reference design as per Annexure II)

11. Technology to be used : Technology to be used : Digital Printing using digital printer to print on PVC core / sheet and Thermal Dye sublimation method for onsite personalisation.

12. Design of the Cards: Design of the Cards: Open, workable card artwork file will be provided by the Election Department, Tamil Nadu.

13. Good quality photograph will be provided and it is the responsibility of the successful bidder to print photographs as given in PDF form by the respective DEO's.

14. Variable data will be provided in pdf or any other mutually agreed format.
15. The printed cards should be segregated and supplied in PDF-wise sequence.
16. The Successful Bidder should establish the required infrastructure as per the eligibility conditions. Election Department may conduct physical verification of the Printing unit. Successful Bidder should share the detailed process flow of PVC EPICs printing and supply work execution to Election Department. There should be automated process to ensure 100% accuracy.
17. Before starting printing and supply of PVC EPICs as per the specifications given above, the Successful Bidder will have the sample(s) approved from the appropriate Government authorities.
 - The Successful Bidder has to coordinate with the Government Department, DEO, and CEO during execution of the work as per the tender.
 - Preparation and submission of the details of the Self-Service Kiosk deployment for the project.
 - Dispatch of materials as per the schedule submitted.
18. The Successful bidder has to establish a Local Office in Tamil Nadu within 15 days from the date of receipt of Letter of Acceptance. Details of Local office with proof like rental agreement, rent receipt or telephone bills need to be furnished before issue of firm order.
19. **Delivery:**
 - a) The Self-Service Kiosk need to be set up within 30 days at all 37 districts from the date of the Order and made operational once the clearance of sample cards obtained from Government authorities. However, for Special Summary Revision, the Successful Bidder should receive the data from CEO/DEO/ERO Office in advance so to hand over the printed cards by 15th of January of every year or the time line fixed by the O/o the CEO, to respective DEO's by either printing it locally (or) centrally.
 - b) The Successful Bidders after obtaining the Location details where the Self-Service Kiosk to be set up should visit the sites to assess the readiness of the site for installation. A report in this respect should be submitted to CEO/ DEO. CEO / DEO may advise the officials to prepare the site ready for installation.

- c) The Successful Bidder is solely responsible for the site preparation before the scheduled installation dates.
- d) The Successful Bidder is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies. The Successful Bidder will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all the installation sites.
- e) The Successful Bidder is responsible for the compliance of all statutory payments in connection with the printing and supply of PVC EPICs.
- f) The Successful Bidder shall send status report in the format prescribed in such intervals as may be required by CEO from time to time till the execution of the entire order.
- g) The printed cards should be segregated and supplied Legislative Assembly Constituency wise, Polling Station wise and Sl. No. wise. In case of printing being taken up from the centralised facility as desired by the Successful Bidder, then the printed cards have to be delivered to the respective districts at the cost of the Successful Bidder. No additional payment will be allowed towards packing and delivery of the cards to the respective districts.
- h) The printed cards should be attached to a letter as prescribed by the Election Department, folded and inserted in the envelope (see Annexure-II) with a transparent window showing the address. These envelopes should be dispatched to the respective DEOs in the prescribed time limits. Further the DEOs will ensure the dispatch of the EPICs by Speed Post which are those received from the successful bidder.
- i) Technical Specifications of the Self-Service KIOSK - is given below:

Touch Screen Specifications:

Screen Size	: 15.6" inch or above Colour LED touch screen
Optimal Resolution	: 1920*1080 or above
Aspect Ratio	: 16 : 9
Brightness	: Adjustable to the outdoor light conditions 250 NITs to 300 NITs
Contrast Ratio	: 800:1
Viewing Angle	: 170 Horizontal / 170 Vertical

Video Input Format	: VGA, DVI, HDMI
Life Cycle	: 15,000 Hrs or above
IP Rating	: IP65 Lever front IP40 back
Touch Technology	: (PCAP) Projective Capacitive 10 points Multi touch Technology
Surface Hardness	: 7H
Surface Treatment	: Anti-Glare (Chemical Etching)
Support OS	: HID Mode, Windows latest version, Android, Unix, Linux, Mac
Power Supply	: 100-240 VAC, 50-60Hz
Operating Temperature	: -10C to +60C
Humidity Range	: 10%-90%
Audio	: 1X PC Audio (in-built speakers)

CPU (NUC) Technical Specifications:

OS	: Windows 10 IOT (or Higher)
RAM	: 4 GB (or Higher)
ROM	: 64 (or Higher)
Processor	: Dual Core or Higher
Power Consumption	: 100-140VAC, 50-60 Hz
Wi-Fi	: Yes
Mic	: Yes
Bluetooth	: Yes

Camera Technical Specifications:

Max Resolution	: 1080p/30 fps - 720p/60 fps
Focus type	: Autofocus
Lens technology	: Full HD glass
Built-in Mic	: Stereo
Low Light Correction	: Yes

Dual-side Thermal Dye sublimation PVC Card Printer:

Printer	: Dual Side
Print Technology	: Direct to card Dye Sublimation
Cards Capacity	: 100 /200 Cards Input Hopper
Print capabilities	: Full-color and UV, or monochrome printing capability in the same printer Alphanumeric text, logos and digitized signatures; 1D/2D bar code images
Print resolution Standard mode	: 300 x 300 dots per inch and customisable
High-quality mode	: 300 x 600 dots per inch; enhanced text, bar code and graphics printing 300 x 1200 dots per inch;

	enhanced text and bar code printing 256 shades per color panel
Print speed Full-color printing	: Up to 220 cards color per hour printing cards on one side Up to 165 cards per hour printing cards on two sides Color in the front and black on the back
Monochrome printing	: Up to 1,000 cards per hour printing cards on one side (Black HQ*)
Card capacity Automatic feed	: 100-card input for 0.030 in. (0.76 mm) cards; 25-card output standard Front exception card slot Separate reject location and holding tray (10-card capacity) Input hopper empty detection
Connectivity	: Bidirectional USB 2.0 high speed; Ethernet 10 Base-T/100-Base-TX (with activity light)
Lamination with Tactile	: Single- or dual-sided lamination with Tactile (field upgradable)
Field upgradeable options	: Single-wire contact/contactless all-in-one encoder (read/write) for MIFARE, ISO7816, ISO14443 A/B, ISO FeliCa. DESFire Two-wire contact/contactless all-in-one encoder (read/write) for MIFARE/DESFire, ISO7816, ISO14443, A/B iCLASS ® by HID, read/write encoder or read-only PC Prox by HID, read-only Third-party OEM smart card option-ready (for contactless readers only – encoder not included) DUALi Single Wire Contact/Contactless Encoder, ISO 7816, ISO 14443, Mifare, Desfire & Felica OpenCard Factory option only; Supports one- and two-sided printing; Full-color and monochrome printing Front exception card slot supported; Supports legacy Open Card formats; Ethernet or USB
End-user upgradeable options	: Extended 100-card output hopper (available for single-hopper); Extended 200-card input hopper and inline lamination module (available for single-hopper); KL-style security lock for printer
RFID Reader:	
Reader	: RFID (Reader/Writer)
Contactless Communication	: Mifare 14443A /1443B (Optional)
Frequency	: 13.56 Mhz
Reading Distance	: (5-10 cms)
Indicator	: 2 LED's
Input Power	: USB (150 mA)

Barcode Reader:

Scanning Technology	: Array Imager
Camera (Document Scanning)	: Yes
Decode Capabilities	: 1D & 2D Barcodes and Images
Sensor Resolution	: 752 x 480 pixels
Field of View	: SR, HD: Horizontal - 40°, Vertical - 25°,WA: Horizontal - 46°, Vertical - 30°
Angular Tolerance	: Skew: ±60°; Pitch: ±60°; Roll: 360°
Aiming LED	: 617 nm LED, dot optical power: 0.19 mW typical
Illumination	: 2x 625 nm LEDs

Kiosk Enclosure / Access Specifications:

Main Material	: High Quality Steel and Metal Welded Enclosure
Finish	: Metal Coated
Maintenance Access	: Front Side and Rear Side
System Access	: RFID Smartcard / PIN / Windows Access
Hardware Protection	: Heat Sink/Exhaust Fans/Dust Protection Systems
Customer Info Poster	: Yes (Acrylic Sheet)
In-built Power Back-up	: 30 mins or above for printing and 120 mins or more for operations without printing.
Power Backup UPS	: Online 1kVa UPS with 30 mins Backup
Warranty	: One Year onsite warranty
Security	: Should have lock and key Feature; Should not be physically tamperable

The cabinet should be able to accommodate for the display, CPU, UPS and Printer unit. The Cabinet should have provision to eject the printed cards to the users. The Kiosk must be in standing type. The printer cards to be collected by the user from the specified landing area. The cabinet should be high quality steel and metal welded. The inner and outer painting should with stand outdoor / Indoor environmental conditions. Heat sink/exhaust fans / Dust protection to be made available. Air vents in the frames for air circulation and Power Plug strip to be made available.

Printing and Supply of Replacement PVC EPICs:-

20. In respect of printing and supply of Replacement EPICs, the delivery of EPICs shall be made by the following ways:
 - i) Within 30 days of signing of contract, this Department will provide necessary login to the successful bidder in the ECI Voter Portal (Web portal / Mobile App) for printing the

Replacement EPICs, such citizen friendly interface (for Form 001, Form 6, Form 8, Form 8A cases where new EPICs were given) to collect the requisite fee (as prescribed by the ECI) requests and on approval of ERO / AERO with QR Code sent to cardholder Mobile or mail. On showing QR code to the self-service kiosk respective approved EPIC to be printed with optional security of OTP / PIN to the registered mobile for instant EPIC printing.

ii) If the electors wishes their EPIC to be delivered at their doorsteps and applied in the module Delivery at the doorstep option in the Voter Portal design by the ECI, upon collecting the requisite fee for Printing of PVC EPIC (as prescribed by the ECI) and the Speed post charges to be collected through the web portal by using payment gateway. Further DEOs will take the responsibility to deliver those cards to the door step of the electors through Speed Post Service as directed by the CEO office as per the instructions of the ECI. The scope of work for the printing and supply of Replacement PVC EPICs is given below:

- a) The electors after login to the Voter Portal should provide his EPIC Number. The electors data will be fetched from the Electoral Roll database and a Form-001 should be available in the online portal.
- b) On submission of Form-001, the elector should remit the requisite fee. (Viz.,If the voter prefer to get the Replacement EPIC through the Kiosk the requisite fee prescribed by the ECI should be remitted through the payment gateway; else the elector can opt to get the Replacement EPIC delivered at his doorstep he has to pay the Speed Post charges in addition to the fee prescribed by the ECI)
- c) The Form-001 submitted by the electors will be made visible to the representatives of the EROs who can access the Voter Portal for approval.

9. Payment Clause

- a) No advance payment will be made.
- b) Payment will be made by the CEO centrally on getting confirmation from DEO concerned on completion of work of printing and on submission of proof of delivery by the Successful Bidder on submission of the acceptance certificate duly certified by the individual Electoral Registration Officers.
- c) Bills will be honoured after submission along with all supporting documents in complete shape.
- d) The Successful Bidder shall agree to get the refund of incentive, excise duty and proportionate sales tax from authorities concerned and pass it on to CEO if the Government or any other appropriate agency reduces the Excise duty or Sales tax or give incentive of any type retrospectively after supplying the Ordered items failing which action will be taken to recover the balance amount from the Successful Bidder under the Revenue Recovery Act or any other relevant act.
- e) Penalty amount(s) if any, will be adjusted in the payment due to the Successful Bidder.
- f) All taxes and other levies imposed by Governments in India will be paid at actual as applicable.

10. Penalty Clause

- a) A penalty will be levied at the rate of 0.25% per day subject to a maximum of 10% if the delivery is not completed in full within the timelines given in the tender document subject to Force Majeure conditions. The delivery period will effect from the date of receipt of confirmed consignee address. Besides such performance may entail black-listing of Successful Bidder. If the Successful Bidder fails to supply even after the lapse of one month after the stipulated date of delivery, then the orders/contracts are liable for cancellation and the EMD/ Security Deposit will be forfeited in addition to CEO, Public (Election) Department, Tamil Nadu reserving the right to blacklist the Successful Bidder for a period of three years from participating in the Tenders of CEO, Public (Election) Department, Tamil Nadu.
- b) In the event of non- fulfillment or non-observance of any of the conditions stipulated in the Contract, the Successful Bidder shall pay as penalty an amount equivalent to 10% of total value of contract or an amount Equal to the actual loss incurred by DEO/CEO whichever is higher subject to the condition that the loss amount would not exceed the value of the goods supplied.
- c) Notwithstanding anything contained in the penalty clause, CEO reserves the right to blacklist the Successful Bidder from taking part in any of the procurement operations of CEO OFFICE for a minimum period of three years from the date of blacklisting for failure to carry out supply in time or according to the quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties.

Appendix-1 Model Form of Contract

(To be executed on a Rs. 20/- Non-Judicial Stamp Paper bought in Tamil Nadu by the Successful Bidder for Printing and Supply of personalized PVC Electors Photo Identity Cards (PVC EPIC's) for the voters (New and Replacement) in the state of Tamil Nadu)

(NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER)

This CONTRACT is entered into at Chennai on the..... day of.....2020 between Chief Electoral Officer, Public (Elections)Department, Govt. of Tamil Nadu having its office at Secretariat, Chennai – 600 009 hereinafter referred to as “CEO” (which term shall mean and include its Successors and permitted assigns).
and

-----a company registered under the Companies Act 1956 or a Partnership Firm set up under Partnership Act (strikeout whichever not applicable) and having its Registered office at ----- a company registered under the Companies Act 1956 or a Partnership Firm set up under Partnership Act (strikeout whichever not applicable) and having its Registered office at ----- hereinafter referred to as the “Successful Bidder” (which term shall mean and include its successors and permitted assigns)

Whereas CEO on behalf of the Public (Elections) Department, Government of Tamil Nadu invited a Tender vide Tender Ref. No.01/2020/17876, dated: 23.11.2020 for Printing and Supply of personalized PVC Electors Photo Identity Cards (PVC EPICs) for the voters (New and Replacement) in the state of Tamil Nadu through facility (self-service kiosk) to be set up in each district headquarters in Tamil Nadu through CEO, Public (Election), Tamil Nadu and the Successful Bidder was selected for the execution of work as per the tender document.

Whereas CEO and the Successful Bidder in pursuance thereof have arrived at the following terms and conditions.

1. This document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force for a period of Eighteen Months. But in the event of any breach of agreement at any time on the part of the Successful Bidder, the contract shall be determinable by CEO without compensation to the Successful Bidder. The contract may also be put to an end at any time by CEO upon giving seven days notice to the Successful Bidder.
2. The Successful Bidder agrees to supply, install and commission the Printing units and printing of PVC Electors Photo Identity Cards (EPIC) for the voters (new and replacement) in Tamil Nadu as per CEO OFFICE Tender Ref. No.01/2020/17876, dated: 23.11.2020 after carrying out successfully all tests prescribed by CEO/DEO at an unit price of Rs..... (Rupees) plus applicable Taxes as detailed in Annexure- 'A' to this Agreement before the specified date. The price offered is firm and is not subject to enhancement on any ground
3. The Operations at Kiosks have to be commenced in each district within 30 days from the date of Purchase/ Work Order. However, for Summary Revision, the printing and supply of personalized cards should be completed by _____based on PDFs supplied by DEOs on _____.
4. The price of the ordered items as per the Tender includes, Freight, Octroi, insurance, commissioning, and such other levies that may be applicable from time to time.
5. The scope of work and time period prescribed for completion of work is as per details mentioned in the Tender Document. The goods or materials to be supplied under this contract are to be of the quality and of the sort mentioned in the Tender document.
6. The Tender Schedule enclosures, the detailed final offer of the Successful Bidder and the purchase orders will form part of this contract. Wherever the offer conditions furnished by the Successful

Bidder are at variance with conditions of this contract or conditions stipulated in the purchase order, the later shall prevail over the offer conditions furnished by the Successful Bidder.

7. The goods or materials are to be delivered on Free on Road (F.O.R) destination indicated by CEO / DEO without any extra cost in such quantities or numbers contained in the purchase order to be issued by CEO / DEO from time to time. Any amendments to the orders in terms of quantities or delivery period etc., maybe incorporated on a mutually agreed basis.
8. CEO / DEO is entitled to change the list of consignee address from time to time based upon the requirement of the Purchaser. In this situation, the Successful Bidder should not claim any additional charges except for any major amount involved which will be resolved mutually.
9. If the supply, installation and commissioning of the Ordered items are not effected as specified in the purchase order, CEO shall have the full authority to cancel the order and to take any such action that will be deemed fit in the circumstances.
10. In case of failure by the Successful Bidder to deliver goods or materials demanded from them, within the period specified for delivery or in case of goods or materials delivered by them, not being of the stipulated quality and specifications or in the case of goods or materials being delivered without a correct invoice induplicate, DEO or any one duly authorized by CEO shall have the power to reject any such goods or materials and to purchase from others instead of any goods or materials so rejected or not delivered. Unless the successful Bidder shall themselves forthwith supply that shall be sufficient and satisfactory any excess of cost so incurred over the contract price together with all charges and expenses attending the purchase shall be recoverable by DEO/CEO from the Successful Bidder.
11. A penalty will be levied at the rate of 0.25% per day subject to a maximum of 10% if the delivery is not completed in full within the stipulated period subject to Force Majeure conditions. The delivery period will effect from the date of receipt of confirmed consignee address. Besides such performance may entail black-listing of Successful Bidder. If the Successful Bidder fails to supply even after the lapse of one month after the stipulated date of delivery, then the

orders/contracts are liable for cancellation and the EMD/ Security Deposit will be forfeited in addition to CEO / CEO OFFICE reserving the right to blacklist the Successful Bidder for a period of three years from participating in the Tenders of the O/o the CEO.

12. Notwithstanding anything contained in the penalty clause, CEO / CEO OFFICE reserves the right to blacklist the Successful Bidder from taking part in any of the printing operations of CEO / CEO OFFICE for a minimum period of three years from the date of blacklisting for failure to carry out supply in time or according to the quality and quantity prescribed or any such similar reasons. This penalty shall be over and above all other penalties.

13) PAYMENT TERMS:

- a) No advance payment will be made.
 - b) Payment will be made by CEO Office within 30 days on completion of work of printing and on submission of proof of delivery by the Successful Bidder.
 - c) Bills will be honoured after submission along with all supporting documents in complete shape.
 - d) The Successful Bidder hereby agrees to levy the prevailing applicable taxes at the time of billing.
 - e) Penalty amount(s) if any, will be adjusted in the payment due to the Successful Bidder.
 - f) All taxes and other levies imposed by Governments in India will be paid at actual as applicable.
- 14) The Successful Bidder agrees that in the event of non-fulfillment or non-observance of any of the conditions stipulated in the contract, the Successful Bidder shall pay as penalty an amount equivalent to 10% of total value of contract or an amount equal to the actual loss incurred by DEO/CEO whichever is higher subject to the condition that the loss amount would not exceed the value of the goods supplied.

13. The contract or any part share of interest in it is not to be transferred

or assigned by the Successful Bidder directly or indirectly to any person or persons whomsoever without the prior written consent of CEO.

14. The successful bidder agrees to extend the contract period for further fifteen months beyond the five year contract period at the same rates and conditions, if a formal request for the same is made for by the CEO
15. Neither the CEO / CEO OFFICE nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as
 - i) Natural phenomena including but not limited to earthquakes, floods and epidemics.
 - ii) Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
 - lii) Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

18. Termination of Contract

18.1 Termination for default

- a) CEO may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of seven days, sent to the Successful Bidder, terminate the contract in whole or part, (i) if the Successful Bidder fails to deliver any or all of the goods within the time period(s) specified in the Contract, or fails to supply the items as per the Delivery Schedule or within any extension thereof granted by DEO/CEO, or (ii) if the Successful Bidder fails to perform any of the obligation(s) under the contract; or (iii) if the Successful Bidder, in the judgment of CEO / CEO OFFICE, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.
- b) In the event of CEO terminating the Contract in whole or in part, CEO may procure, upon terms and in such manner as

it deems appropriate, the goods and services similar to those and delivered and the Successful Bidder shall be liable to CEO for any additional costs for such similar goods. However, the Successful Bidder shall continue the performance of the contract to the extent not terminated.

18.2 Termination for Insolvency

CEO may at any time terminate the Contract by giving written notice with a notice period of 7 days to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to CEO.

18.3 Termination for Convenience

CEO may by written notice, with a notice period of seven days sent to the Successful Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for CEO's convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the Successful Bidder is not entitled to any compensation whatsoever.

- 19) Any notice to the successful bidder shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.
- 20) CEO reserves the right to cancel the order(s) and to terminate the contract in the event of short performance or non-performance of the Successful Bidder.
- 21) Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation or out of the contract or breach thereof, the same shall be decided by Sole Arbitrator to be appointed by the CEO.

If the Arbitrator so appointed dies, resigns, incapacitated or withdraws for any reason from the proceedings, another Arbitrator shall be appointed by the CEO. The Arbitrator so appointed shall

proceed with the reference from the stage, where his predecessor had left if both parties consent for the same, otherwise, he shall proceed denovo.

It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

It is also a term of the contract that neither party to the contract shall be entitled to seek interest and the arbitrator should not grant interest.

The Arbitral Tribunal shall give reasoned award and the same shall be final, conclusive and binding on the parties.

The venue of the arbitration shall be Chennai and language English.

The fees of the Arbitrator and expenses incidental to the arbitration proceedings shall be borne equally by the parties.

Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this Clause.

Subject to the above, the Courts in Chennai alone shall have jurisdiction in this matter.

- 22) Subject to the above, the Courts at Chennai alone shall have jurisdiction in the matter.

In Witness whereof the parties hereto have signed on the day, month and year above written in the presence of

	For and on behalf of Successful Bidder	For and on behalf of Chief Electoral Officer
1) Witness		
2) Witness		

Appendix-2 Bank Guarantee Format

(To be executed in Rs.100/- Stamp Paper)

To
 Chief Electoral Officer &
 Secretary to Government,
 Public (Elections) Department,
 Secretariat, Fort St. George,
 Chennai-600009.

Bank Guarantee No:
 Amount of Guarantee:
 Guarantee covers from:
 Last date for lodgement of claim:

This Deed of Guarantee executed by (Bankers Name & Address) having our Head Office at(address) (hereinafter referred to as “the Bank”) in favour of Chief Electoral Officer & Principal Secretary to Government, Public (Elections) Department, Secretariat, Government of Tamil Nadu (hereinafter referred to as “the Beneficiary”) for an amount not exceeding Rs./-(Rupees___Only) as per the request of M/s. _____ having its office address at___(hereinafter referred to as “Successful Bidder”) against Letter of Acceptance reference_____dated of Chief Electoral Officer. This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum Rs._____/-(Rupees___Only) and the guarantee shall remain in full force upto months from the date of Bank Guarantee and cannot be invoked otherwise by a written demand or claim by the beneficiary under the Guarantee served on the Bank before months from the date of Bank Guarantee.

AND WHEREAS it has been stipulated by you in the said ORDER that the Successful Bidder shall furnish you with a Bank Guarantee by a Scheduled / Nationalised Bank for the sum specified therein as security for compliance with the Successful Bidder’s performance obligations for a period in accordance with the contract.

WHEREAS we have agreed to give the Successful Bidder a Guarantee

THEREFORE, we (Bankers address)....., hereby affirm that are Guarantors and responsible to you on behalf of the Successful Bidder up to a

total of Rs. _____ /-(Rupees _____ Only) and we undertake to pay you, upon your first written demand declaring the Successful Bidder to be in default under the contract and without any demur, cavil or argument, any sum or sums within the limit of Rs./- (Rupees _____ Only) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein. We will pay the guaranteed amount notwithstanding any objection or dispute whatsoever raised by the Successful Bidder.

This Guarantee is valid until _____ months from the date of Bank Guarantee.

Notwithstanding, anything contained herein. Our liability under this guarantee shall not exceed Rs. _____ /-(Rupees _____ Only). This Bank Guarantee shall be valid up to _____ months from the date of Bank Guarantee and we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ .

In witness whereof the Bank, through its authorised Officer, has set its, hand and stamp on this _____ at _____ .

Witness:

1.

2.

(Signature)
(Name in Block Letters)

Appendix-3 Format for Clarifications / Amendments
--

**FORMAT FOR QUERIES ON TENDER CONDITIONS AND
TECHNICAL SPECIFICATIONS**

FOR COMMERCIAL CONDITIONS:

Sl. No.	Page No.	Clause No.	Title of the Clause	Description of the Clauses as per Tender Document	Amendment requested	Reasons for requesting the amendment

FOR TECHNICAL SPECIFICATIONS:

Sl. No.	Page No.	Product Code	Item Name	Existing Specification as per Tender Document	Technical Parameter as per Tender Document	Amendment requested	Reasons for requesting the amendment

Part-1 Technical Bid

P1.1 Check-list for Enclosures

Bidder should fill in the check list without fail.

(Tick wherever applicable)

Documents to be submitted			
	Filled Tender Bid Forms for Technical Bid and Price Bid	YES	NO
	Payment of EMD amount	YES	NO
	Submission of Tender in Two Part Bid	YES	NO
	Submission of Letter of Authorisation	YES	NO
Eligibility Criteria			
1.	Copy of the Certificate of Incorporation / Partnership registration should be submitted.	YES	NO
2.	Copy of Work orders or Agreements obtained on or before 31/03/2020 related to supply of pvc cards	YES	NO
3.	Copy of Audited Balance Sheet along with CA certificate for the last 3 years (2019-20, 2018-19, 2017-18) as a proof for consolidated turnover for the three financial years 2017-18, 2018-19, 2019-20. In case last year's balance sheet is unaudited, a provisional (unaudited) balance sheet along with CA certificate should be attached.	YES	NO
4.	Copy of One Single Work Order/Agreement for printing of 25 Lakhs PVC Cards either with guilloche printing (or) UV light visible printing (or) micro lettering with variable data printing to Public Sector Undertaking / Government / Banks or any other corporate entity directly in any one of the last three financial years 2017-18, 2018-19, 2019-20.	YES	NO
5.	Copy of successful implementation and commissioning of the Card printing kiosk in India.	YES	NO
6	Copy of previous experience of supply of PVC EPICs with variable data as per specification of ECI.	YES	NO
7	Copies of Rent receipt or Telephone bill on or before 31/10/2020 as a Proof for the existence for having offices in Chennai (or) an Undertaking letter for establishing a Local Office in Tamilnadu within 15 days from the date of receipt of Letter of Acceptance.	YES	NO
8	5 Samples as per Scope of Work mentioned	YES	NO
9	GST Registration details	YES	NO

10	Declaration undertaking to not have been black listed by any of the Govt. Departments / PSU	YES	NO
11	An undertaking to demonstrate printing of EPIC on Kiosk on any day after the date of final submission, as per the instruction given by the CEO Office.	YES	NO
12	An undertaking to set up the Kiosks successfully at all the districts within 30 days. Failing to which will lead to non-refund of Security Deposit and black listing.	YES	NO

Note: Please ensure all the relevant boxes are marked Yes/No against each column.

P 1.2 Profile of the Company

1.	Name of the Company	
2.	Year of incorporation (Enclose Incorporation Certificate)	
3.	Nature of the Company Private or Public	
4.	Registered office	
	Telegraphic Address	
	Office Telephone Number	
	Fax Number	
	Name of Contact Person	
	Contact Telephone Number	
	Email Address	
5.	Local presence at Chennai	
	Telegraphic Address	
	Office Telephone Number	
	Fax Number	
	Name of Contact Person	
	Contact Telephone Number	
	Email Address	
6.	List of Branch Offices	
7.	Registration Details	
	Permanent Account Number	
	GST Registration Numbers	
8.	Banker's Name	
	Banker's Address	
	Account Number	

P 1.3 EMD Particulars

Number of Demand Drafts enclosed:

Sl.No	DD No.	Date	Name of the Bank	Amount (Rs.)
1.				
2.				
	Total Amount			

P 1.4 Details in support of Eligibility Criteria**a) Bidder's existence in business for three years**

Sl.No.	Description	Details to be furnished with Proof
1.	Copy of the Certificate of Incorporation / Partnership Firm Registration should be submitted.	
2.	Copy of Work Order or signed Contract Agreement on or before 31/03/2020 for printing and supply of PVC cards with Security features and variable data printing as a proof for existence in the business for 3 years	

b) Bidder's Annual Turnover in last three Audited Years

Sl.No.	Financial Years	Turn over (Rs.)	Audited Balance Sheets
1.	2017-18		
2.	2018-19		
3.	2019-20		

c) Bidder's experience in similar field

Sl. No.	Description	2017-18	2018-19	2019-20
1.	Details of Bidder supplying and printing of PVC Identity Cards either with guilloche printing (or) UV light visible printing (or) micro lettering with variable data (completed or on- going)			

2.	Details of activities related with printing of PVC cards as detailed in Scope of work (with details of organizations / agencies for which the activities undertaken, value etc.)			
3.	No. of printed PVC Cards supplied			
4.	Value of the order			
5.	Completion certificate			
6.	Capacity of supply of PVC EPICs per day			

d) Bidder's Local Office Presence in Chennai (Submit additional sheet if Necessary)

Sl. No.	Description	Details to be furnished with Proof
1.	Local Office Address	Copy of the rent receipt or telephone bills dated on or before 31/03/2020 (or) a Undertaking letter for setting up of Local Office in Chennai within 15 days from the receipt of LOA

e) Detail Note on A to Z process and plan to be adopted for execution of the work including specifications of the machines, equipments to be used and reporting procedure.

f) Detail note on the sites relating to processing, security featurisation, personalisation, sorting, dispatch etc.

P1.5 Declaration

We agree that the offer shall remain open for acceptance for a minimum period of (180) One hundred and Eighty days stipulated in the Tender from the date of opening of the tender and thereafter until it is withdrawn by us by notice in writing duly addressed to the authority of opening the tender and sent by registered post with acknowledgement due or otherwise delivered at the office of the authority. The EMD amount shall not bear any interest and shall be liable to be forfeited to CEO Office should We fail to abide by the stipulations to keep the offer open for a period mentioned above or fail to sign and complete the contract document as required by CEO Office and furnish the Security Deposit as specified in the terms and conditions of the contract. The EMD amount may be adjusted towards SD or refunded to us unless the same or any part thereof has been forfeited as aforesaid.

We agree to adhere with the schedule of implementation and deliver the items as specified in the tender.

We declare that the Price bid has been submitted without any conditions and strictly as per the Terms and Conditions of the tender document and We am/are aware that the Price bid is liable to be rejected if it contains any other conditions.

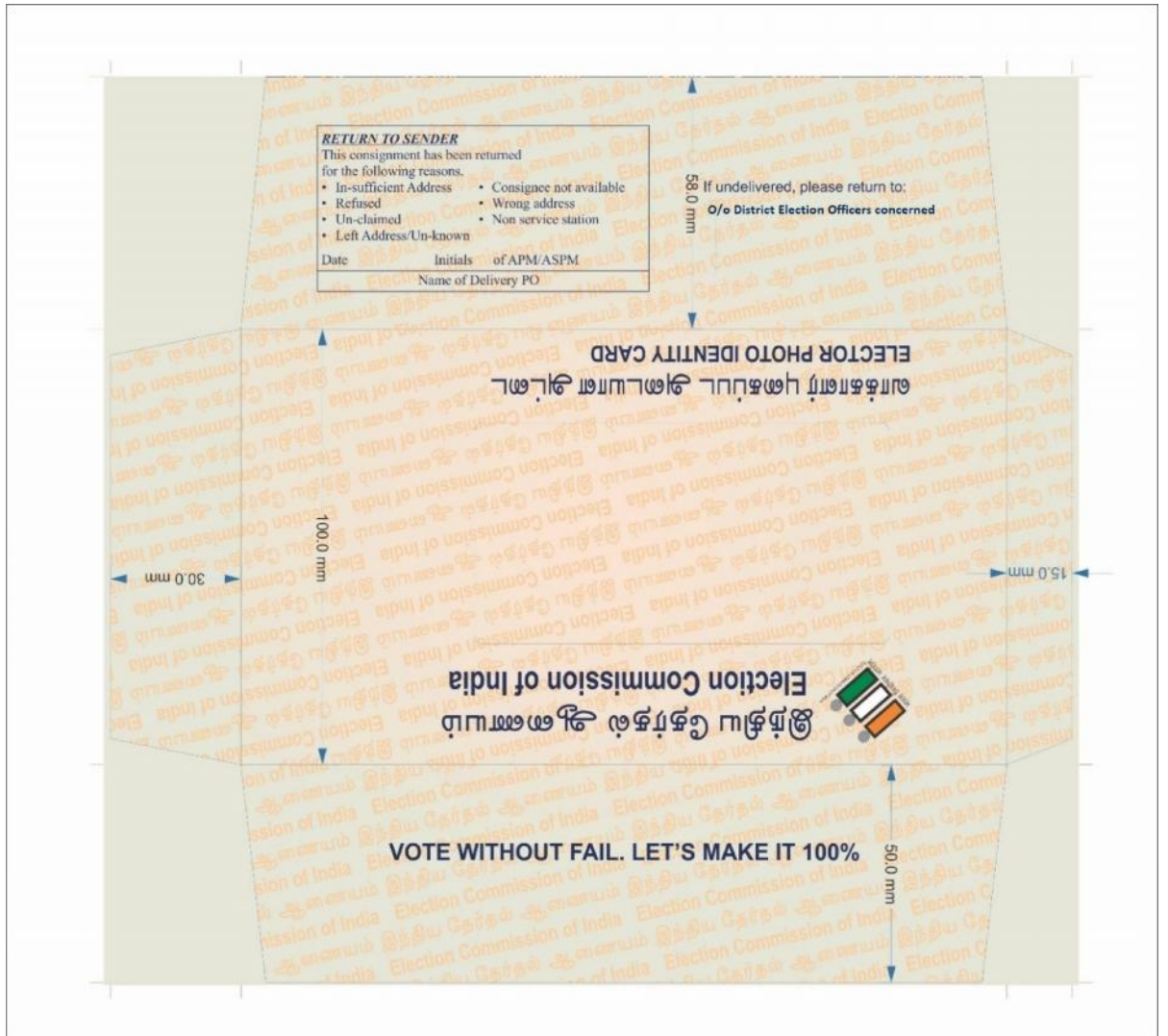
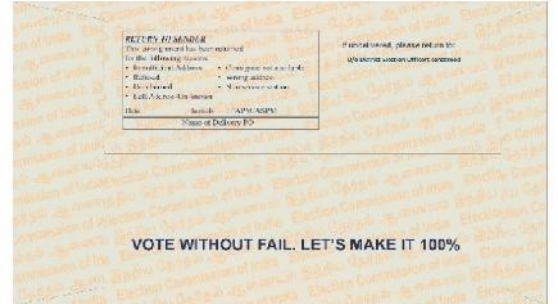
We declare that the information furnished in the tender is true to the best of our knowledge. If any false/fictitious information is found, we agree to the rejection of the bids and consequence action.

Annexure I – Table

District wise Details of EPICS issued in the Year (including 001, Form6, Form8, Form8A cases where new EPICs were given) Approximate Values

Districts	2018	2019	2020
Thiruvallur	111698	131241	114364
Chennai	67774	176610	92155
Kancheepuram	116628	164047	146797
Thiruvannamalai	61066	65046	47966
Tiruchirappalli	46199	82055	61564
Perambalur	11669	19946	15091
Cuddalore	52989	80171	58325
Nagapattinam	32657	40392	52311
Tiruvarur	30711	37648	27172
Thanjavur	56650	70739	56513
Pudukottai	34373	48959	46775
Sivaganga	27638	34207	31832
Madurai	58609	106482	82082
Theni	25372	34980	33772
Virudhunagar	35349	59390	51258
Ramanathapuram	30232	33776	26709
Thoothukudi	29901	54151	43461
Tirunelveli	63369	87169	70041
Kanyakumari	36377	56168	53211
Ariyalur	13776	18505	14505
Vellore	99353	137285	99576
Krishnagiri	48183	55618	53273
Dharmapuri	40301	43844	39932
Villupuram	92032	98202	84075
Salem	87409	119754	86536
Namakkal	34692	42481	39174
Erode	51330	63259	57244
The Nilgiris	12892	15665	14249
Coimbatore	102960	112805	99683
Dindigul	50028	61350	47435
Karur	18746	34738	23386
Tiruppur	61777	78256	69750
Total	1642740	2264939	1840217

Annexure II: Window Envelope Reference Image



Annexure-III

Price Bid

Price Bid for Printing and Supply of Personalized PVC EPICs

Rates to be quoted on per card basis

Sr. No.	Details	Cost per PVC EPIC (inclusive of delivery at the designated location)	
		Amount in Figures (INR)	Amount in Words
(A)	(B)	(C)	(D)
1.	Basic Cost (including base card, security feature printing, personalization printing, letter printing, envelope etc.)		
2.	Goods & Services Tax (GST)		
3.	Total cost per PVC EPIC		

Note:

In case of discrepancy between the cost quoted in words and in figures, the lower of the two will be considered.

Signature of the authorised person:

Name of the authorised person:

Designation:

Name and Address of Bidder

Stamp of bidder

Annexure-IV

JV agreement Form [if applicable]

THE AGREEMENT MUST INCLUDE AT LEAST FOLLOWING DETAILS

- a. Name, style and Project(s) specific JV with Head Office address
- b. Extent (or Equity) of participation of each party in the JV
- c. Commitment of each party to furnish the Bond money (i.e. EMD and Performance Guarantee deposit) to the extent of his participation or otherwise in the JV
- d. Responsibility of each Partner of JV (in terms of Printing and supply of PVC EPICs and Installation and commissioning of card printing Kiosk)
- e. Working Capital arrangement of JV
- f. Provision for cure in case of non-performance of responsibility by any party of the JV.
- g. Lead Partner to be identified who shall be empowered by the JV to incur liabilities on behalf of JV
- h. Parties/firms committing themselves to the CEO, TN for jointly and severally responsible for the intended services.