

Public (Elections) Department

TENDER FOR PRINTING AND SUPPLY OF ELECTION MATERIALS, SYSTEMATIC VOTERS' EDUCATION AND ELECTORAL PARTICIPATION (SVEEP) RELATED PRINTING AND EVM/VVPAT RELATED PRINTING FOR THE GENERAL ELECTIONS TO TAMIL NADU LEGISLATIVE ASSEMBLY, 2021.

TENDER DOCUMENT
Tender No.01/2021/8220

O/o Chief Electoral Officer

Public (Elections-II) Department

1st Floor, Main Building, Secretariat,

Chennai-

Phone: +91-44-25665327

Email: sec2.pelecd@tn.gov.in

Website: www.elections.tn.gov.in

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://cms.tn.gov.in/sites/default/files/acts/TNTIT_act_Rules_Amended_upto_June_2018.pdf) 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.

Know Your Rights

1. All Tenders (Technical bid) will be opened only in the presence of the Bidders or their Representatives, on the appointed date and time.
2. Commercial 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 Commercial Bid comparison statement on the spot.
4. Please insist on your Rights and avail the same.

Acronyms used in the Document

BG	Bank Guarantee
CEO	Chief Electoral Officer
DD	Demand Draft
DEO	District Election Officer
ECI	Election Commission of India
EMD	Earnest Money Deposit
EPIC	Electors Photo Identity Card
ERO	Electoral Registration Officer
EVM	Electronic Voting Machine
GST	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
SD	Security Deposit
SSI	Small Scale Industries
SVEEP	Systematic Voters' Education and Electoral Participation
VVPAT	Voter Verifiable Paper Audit Trial

**Public (Elections-II) Department,
Secretariat, Fort St. George, Chennai-600 009**

Tender No.01/2021/8220

Dated : 12.01.2021

BRIEF DESCRIPTION OF WORK

Printing and supply of election related materials used during the conduct of elections (i.e., Date of polling and date of counting etc.), Systematic Voters' Education and Electoral Participation (SVEEP) related printing and the EVM/VVPAT related printing during the General Elections to TNLA, 2021, in accordance with the instructions/guidelines of the Election Commission of India (ECI). The office of the Chief Electoral Officer (CEO) and Secretary, Public (Elections-II) Department proposes to finalize a rate contract with Companies / Organizations carrying out the above activities.

The above work will be implemented by the ARO/RO/DEO etc. of the respective Districts under the guidance of the CEO, Tamil Nadu in accordance with the instructions / guidelines of the Election Commission of India (ECI).

NOTE:

1. This tender document is not transferable.
2. The document contains 50 pages.
3. The Technical and Commercial bids should be signed on all pages by the authorized person representing the Agency participating in the tender with seal.
4. The Technical and Commercial Bids shall be duly filled and submitted in original in **separate sealed (2 Covers system) envelopes.**
5. All information is to be written legibly. Wherever figures are furnished, the same is to be written in words also within brackets.
6. Separate sheets should be attached wherever necessary.

Chief Electoral Officer
Tamil Nadu

For Contact

The Section Officer,
Public (Elections-II) Department,
Secretariat, Chennai – 9. Telephone No.044-2566 5327.

TABLE OF CONTENTS

Sl.No.	Description	Pages
	Part – I Tender Details	
1.	Tender Notice	8-9
2.	Tender Schedule	10-11
3.	Tender Submission	12-14
4.	Eligibility Criteria	15-16
5.	Scope of work	17-20
6.	General Terms and Conditions	21-27
7.	Payment Terms	28
8.	Form of Contract	29-35
	Part – II Technical Bid (Envelope-A)	36-41
	Part – III Commercial Bid (Envelope-B)	42-46
	Annexure-I Format for Clarifications/Amendments	47
	Annexure-II Format of Bank Guarantee	48-50

TENDER DOCUMENT FOR RATE CONTRACT FOR PRINTING OF ELECTION MATERIALS, SYSTEMATIC VOTERS' EDUCATION AND ELECTORAL PARTICIPATION (SVEEP) RELATED PRINTING AND EVM/VVPAT RELATED PRINTING FOR THE GENERAL ELECTIONS TO TAMIL NADU LEGISLATIVE ASSEMBLY, 2021

**PART- I TENDER
DETAILS**

Tender No.01/2021/8220

Dated : 12.01.2021

Public (Elections-II) Department,
Secretariat, Fort St. George,
Chennai-600 009
Tamil Nadu

1. TENDER NOTICE

(Tender No.01/2021/8220, Dated : 12.01.2021)

Sealed tenders are invited by the Chief Electoral Officer, Tamil Nadu from reputed organizations in Tamil Nadu for rate contract for printing and supply of election related materials used during the day of polling and date of counting Systematic Voters' Education And Electoral Participation (SVEEP) Related Printing and EVM/VVPAT Related Printing during the general elections to TNLA, 2021 as per the Election Commission of India (ECI) guidelines. For this purpose, the districts in Tamil Nadu are divided into thirteen (13) regions and Tenders are invited for individual regions. The Agency participating in the tender for maximum of two regions.

Pre-Qualification Requirements - The bidders must fulfill all the following preconditions and must also submit documentary evidence for fulfilling these conditions while submitting the technical bid:

1. The bidder should have expertise in the Conduct of Elections/SVEEP/EVM/VVPAT related printing work for at least 3 years as on 31.12.2020.

2. The bidder should have an aggregated turnover of at least Rs.3 Crores (Rupees Three Crore Only) in the last three Financial Years i.e., 2017-2018, 2018-2019 and 2019-2020 per region bid for. For an additional region, the turnover should be an additional amount of Rs.3 Crore (i.e., for two regions totally 6 Crores).

3. The bidder should have an work orders/proceedings issued by the O/o CEO/DEOs/ROs/AROs at the value of Rs.5 lakhs and above in case of Printing of election materials and Rs.2 lakh and above in case of SVEEP and EVM/VVPAT related printing, in the last three audited financial years (2017-18, 2018-19 & 2019-20). If the bidder wants to bid for additional region the bidder should have a work orders/proceedings issued by the O/o CEO/DEOs/ROs/AROs at the value of Rs.14 lakhs and above.

4. The bidder should have valid GST registration and submit GSTR3 (b) for the last six months and also submit GST Annual Return form.

5. The maximum No. of regions for which a bidder can bid is two only.

6. Bidders cannot bid for executing a part of the project in a region.

7. Bidder should give also in descending order of preference the regions for

which the bids are to be considered. If his bid capacity is found to be less than the number of regions for which he has bid then only that number of bids would be considered from the order of preference to which he is eligible to bid for.

The tender document may be downloaded from the website www.elections.tn.gov.in & www.tenders.tn.gov.in . Bidder may use the downloaded form for submission of their bids.

The sealed tenders will be received up to 3:00 P.M. on 29.01.2021 and opened on 29.01.2021 at 3:30 P.M. Each tender should be accompanied with an EMD amount of Rs.1,00,000/- (Rupees One Lakh only) per region bid for, by way of crossed DD or Banker's Cheque or irrevocable Bank guarantee (as per Annexure) for one year in favour of "Chief Electoral Officer and Secretary to Government, Public (Elections) Department" payable at Chennai.

The Joint Chief Electoral Officer (SVEEP) and
Deputy Secretary to Government,
Public (Elections) Department,
Secretariat, Chennai – 9.

For further details on Tender documents, please contact:

Public (Elections-II) Department, Secretariat, Chennai - 600 009.

Phone: 044 -2566 5327

e-mail : sec2.pelecd@tn.gov.in

Websites: www.tenders.tn.gov.in & www.elections.tn.gov.in

2. TENDER SCHEDULE
PUBLIC (ELECTIONS-II) DEPARTMENT

1)	Tender Notice Number	Tender No.01/2021/8220, Dated.12.01.2021
2)	Tender inviting Authority, Designation and Address	The Joint Chief Electoral Officer (SVEEP) and Deputy Secretary to Government, Public (Elections) Department, Secretariat, Chennai – 9. Contact Number: 044-2567 0117 e-mail : sec2.pelecd@tn.gov.in Websites: www.elections.tn.gov.in & www.tenders.tn.gov.in
3)	A) Name of the work	Sealed tenders are invited for rate contract for printing of election materials, Systematic Voters' Education And Electoral Participation (SVEEP) Related Printing and EVM/VVPAT Related Printing for the General Elections to Tamil Nadu legislative assembly, 2021.
	B) Place of execution	District Headquarters in all 37 districts comprising 13 Regions
4)	Tender documents available place	Tender documents can be downloaded free of cost from www.elections.tn.gov.in and www.tenders.tn.gov.in
5)	Earnest Money Deposit (EMD)	Rs.1,00,000/- per region, should be paid by way of Demand Draft in favor of "Chief Electoral Officer, Public (Elections-II) Department, Secretariat, Chennai-9 and payable at Chennai only.
6)	Last date for submission of pre-Bid queries	Up to 05:00 p.m. on 19.01.2021. Queries to be emailed to sec2.pelecd@tn.gov.in. The

		replies to the queries will be hosted by 05:00 p.m. on 21.01.2021 in the website www.elections.tn.gov.in .
7)	Tender submission	3:00 P.M. on 29.01.2021 Two part Tender comprising of Technical Bid and Commercial Bid, which should be submitted Manually . Stage-1 - Technical Bid, Stage-2 - Commercial Bid. Tenders received after the due date and time will be summarily rejected.
8)	Date and time for initial scrutiny (Envelope-A)	3:30 P.M. on 29.01.2021
9)	Date and time for opening of Tender for Commercial Bid (Envelope-B)	Will be intimated to those bidders who qualify in the Technical Bid
10)	Tender Accepting Authority	The Chief Electoral Officer and Principal Secretary to Government, Public (Elections) Department, Secretariat, Fort St. George, Chennai-600 009, Tamil Nadu. Contact Number: 044-2567 0390 e-mail : sec2.pelecd@tn.gov.in Websites: www.tenders.tn.gov.in & www.elections.tn.gov.in

The Joint Chief Electoral Officer (SVEEP) and Deputy Secretary to Government, Public (Elections) Department, Secretariat, Chennai – 9.

3. TENDER SUBMISSION

3.1. Contents of Tender Document

Part-I Tender Details (The bidder may retain the tender details for reference)

Part-II Technical Bid (The technical bid should be filled and submitted in original)

Part-III Commercial Bid (The commercial bid should be filled and submitted in original)

3.2. Preparation of Tender Cover

3.2.1. The Technical Bid as prescribed should be filled in original and should be sealed in a separate cover. The Technical Bid should be super scribed as Envelope-A - Technical Bid – Tender for Printing and supply of election related materials, Systematic Voters’ Education And Electoral Participation (SVEEP) Related Printing and EVM/VVPAT Related Printing for the General Elections to TNLA,2021, Tender No.1/ 2021/8220, Dated : 12.01.2021.

3.2.2. The Commercial Bid as prescribed should be filled in original and should be sealed in a separate cover. The Commercial Bid should be superscribed as Envelope-B - Commercial Bid – Tender for Printing and supply of election related materials, Systematic Voters’ Education And Electoral Participation (SVEEP) Related Printing and EVM/VVPAT related Printing for the General Elections to TNLA,2021, Tender No.1/ 2021/8220, dated : 12.01.2021. The bid should be unconditional and only in the form given in the tender document.

3.2.3. Both the Technical Bid and Commercial Bid should then be put in a single outer cover, sealed and super scribed as Bid Documents – Tender for Printing and supply of election related materials, Systematic Voters’ Education And Electoral Participation (SVEEP) Related Printing and EVM/VVPAT Related Printing for the General Elections to TNLA,2021, Tender No.1/2021/8220, Dated : 12.01.2021.

3.2.4. The bidder should clearly write “From and To Address” on the tender covers, otherwise the tender is liable for rejection. The bidder should super scribe Envelope A and Envelope B on the top, otherwise the tender is liable for rejection.

3.3. Mode of Submission

3.3.1. The tenders shall be sent by registered post or dropped in the tender box kept at the office of CEO on or before the due date and time prescribed.

3.3.2. The bidders are requested to post the tender sufficiently in advance to

ensure that the tender reaches this office in time.

3.3.3. The tenders received by post or otherwise, after the specified date and time will not be considered.

3.3.4. Tenders submitted in person should be dropped only in the tender box kept at the office of CEO and will not be received in person.

3.4. Earnest Money Deposit (EMD)

3.4.1. Each tender should be accompanied by an EMD of Rs.1,00,000/- (Rupees One Lakh only) per region by way of crossed Demand Draft or Banker's Cheque from any Scheduled Commercial Bank in favour of "Chief Electoral Officer and Secretary to Government, Public (Elections) Department", payable at Chennai. Any tender submitted without EMD in the approved form will be summarily rejected. If the total EMD amount is less than the total number of regions bid for, then only that number of regions for which the bidder has given EMD would be considered, in the order of priority given by him.

3.4.2. The EMD of the unsuccessful Bidders will be returned after the finalization of the tender at the expense of such Bidders within a reasonable time, consistent with the rules and regulations in this behalf.

3.4.3. The EMD of successful bidder will be carried over as part of the Security Deposit payable by the bidder.

3.4.4. The above EMD amount held by "Chief Electoral Officer and Secretary to Government, Public (Elections) Department" till it is returned, will not earn any interest thereof.

3.5. Check list of Bid Documents

[The checklist will help the bidders to enclose all the relevant documents while submitting the tender.]

3.5.1. *Technical Bid*

- a) The technical bid should be filled and signed with seal in the prescribed format only.
- b) The required EMD should be enclosed.
- c) The bidder should enclose the valid Registration Certificate for Goods and Services Tax (GST), and also submit GSTR-3b for the last 6 months and GST Annual return form.
- d) The bidder should enclose proof of existence in business for three years like

Certificate of incorporation, Audited Balance sheet, Proprietorship, Partnership deed etc.

- e) The bidder should enclose proof of turnover by way of Audited Balance sheet, Auditor's certificate etc.
- f) The bidder should enclose proof of financial resources like letter of credit worthiness from Bank and Bank facilities available.
- g) The bidder should enclose proceedings / work orders for printing and supply of election related materials and SVEEP related Printing and EVM/VVPAT related printing from the O/o the DEO/ERO/AERO.
- h) The bidder should enclose details of the equipments possessed for the work to be taken up.
- i) The bidder should enclose details of the manpower currently under it in various projects and those who will be committed for the project covered by this tender.
- j) The bidder should enclose documentary proof including Electricity bills for existence of Branch / Regional office in Tamil Nadu.
- k) The bidder should enclose the tender document and corrigendum issued if any with authorized person seal and signature.

3.5.2. *Commercial Bid*

The commercial bid should be filled and signed with seal in the prescribed format only.

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 should be a Proprietorship/ Partnership/ Pvt. Ltd. Company registered in India under the Companies Act for the past three years (or) a Partnership Firm registered in India under the Partnership Act.	Certificate of incorporation/ MSME/DIC should be submitted
2	a) The bidder should have experience related to Conduct of Elections printing activities related to at least for the past 3 years. b) The bidder should have experience of SVEEP/ EVM/VVPAT related printing at least for the past 3 years.	Copy of Work orders/Proceedings issued by the O/o DEO/RO/ARO should be submitted.
3	The bidder should submit copies of the Audited balance sheet for the last 3 financial years (i.e., 2017-18, 2018-19 & 2019- 20.) for having aggregated turnover of Rs.3.0 Crore and above.	a) Certificate from the Chartered accountant should be submitted. 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).
4	The bidder should have filed Income Tax returns for the last three financial years.	Copy of the IT Returns for the last three financial years (2017-18,2018-19 and 2019-20)
5	The bidder should have sound financial resources like letter of credit worthiness from Bank/Financial Institutions.	The letter of credit worthiness certificate from Bank and Bank facilities available for Rs.30 lakhs per region.
6	The bidder should have an aggregated work for Rs.5 lakh and	Copies of Proceedings/ work orders issued on or before 31.03.2020 by

	above in case of Printing of election materials and Rs.2 lakh and above in case of SVEEP, EVM/VVPAT related printing, in the last three audited financial years (2017-18, 2018-19 & 2019-20).	the O/o DEO/RO/ARO should be submitted.
7	The bidder should have previous experience in printing of Dummy EVM Ballot paper for First Level Checking (FLC).	Copies of Proceedings/ work orders on or before 31.03.2020 should be furnished.
8	The bidder should have experience of printing of election related documents such as Voter Slips, Photo Electoral Roll by using the ERONet printing tool by the ECI.	Copies of Proceedings/ work orders on or before 31.03.2020 issued by the O/o DEO/RO/ARO should be submitted.
9	The Bidder should not have been blacklisted by any of the Government Departments / PSUs/Local Bodies.	Self-Declaration / undertaking should be submitted.
10	The bidder should have been registered for Goods and Services Tax.	The bidder should enclose the Registration Certificate for Goods and Services Tax (GST) and also submit GST Annual Return Form (Form-9) for the two financial years. (2017-18 and 2018-19) and also submit GSTR- 3b for the last 6 months (July 2020 to December 2020).
11	The Bidder should have registered office in Tamil Nadu with the facilities of off-set printing, Multi-color printer etc. with adequate manpower.	A certificate of inspection from the officer not below the rank of Tahsildar where the printing unit is located.

Important Note:

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

5. Scope of Work

- 5.1. As per the directions of the Election Commission of India, to facilitate the voters to know where he/she is enrolled as a voter at a particular polling station and what is his/her serial number in the Electoral roll, the Commission has directed that official voter slip bearing the Photo of the elector (wherever present in the roll) will be distributed at least five days before the date of poll to all enrolled voters by the district Election Officers.
- 5.2. The Bidders have to print the Voter Slips as per the instructions and specifications of the ECI by using ERONet printing tool.
- 5.3. The bidders have to print the following materials and supply the same to the respective DEOs as per the requirement of the DEOs well before the cut-off date as informed by the DEOs.

5.4. Conduct of Election Related Materials Printing:**

S.No.	Printing Particulars
1	Badge Presiding officer, Polling Officer-I, Polling Officer-II, Polling Officer-III, Polling Officer-IV, Polling Officer-V, etc.
2	Lable Sticker Ballot Unit Machine Sticker Control Unit Machine Sticker, VVPAT Machine Sticker, BU, CU, VVPAT, Trunk Box Sticker, Index Lable, etc.
3	Multi-Color Guide DEMP, Polling Officer, Presiding Officer, Zonal Officer, Assistant Zonal Officer, Micro Observer Guide, Multi Color 1 (one Page) etc.
4	Wrapper Sheet for: Marked Copy, Reference Copy, Spare Copy, Agent Copy, Abstract Statement, etc.
5	Sheet for SMS, Counting Table, Name, etc.
6	Forms Tally Sheet (Male Voter Polled), Tally Sheet (Female Voter Polled), Daily Report of Assistant Expenditure observer, Annexure-6 Shadow observation Register, etc.

7	Forms Form – 7A, Zonal Officer 23 Point Report, Presiding Officer 17 Point Report
8	Ribbon Badges Observer, Collector, Returning Officer Assistant Returning Officer, District Revenue Officer, etc.
9	Multi-Colour Poster CCTV Poster, Web stream Poster, Micro Observer Poster, 6 step Poster, Know your Polling Officer Poster, etc.
10	Area Poster, Candidate Poster, etc.

5.5. SVEEP Related Materials Printing **

As per the instructions of Election Commission of India various election related activities have conducted in order to enhance the participation of people from different sectors of society in the electoral process under Systematic Voters' Education and Electoral Participation (SVEEP) programme. The SVEEP related printing activities carried out are as follows:

S.No.	Printing Particulars
1	Multi-Colour Sticker Printing
2	Multi-Colour Art Paper Poster Printing
3	Foam Board Multi-Colour Printing
4	Rally Banner Printing
5	Advertisement through display boards in Railway station, Airport

5.6. EVM/VVPAT Related Materials printing **

S.No.	Printing Particulars
1	Multi-Colour Poster Printing
2	Multi-Colour Pamphlet Printing
3	Vinyl Sticker Printing

(** All the above lists are indicative only. In addition to the above, the vendors should print any other documents as requested by the ARO/ RO/ DEO depending upon the requirements.)

5.7. Regions - The printing and supply of Conduct of Elections printing, Systematic Voters' Education, Electoral Participation (SVEEP) activities related printing and EVM/VVPAT related printing for the General Elections to TNLA,2021.

The Regions and the districts in each Regions are listed below:-

Sl. No	Region	Name of the DEO (**)
1.	Chennai	Chennai
2.	Thiruvallur	Thiruvallur
3	Kancheepuram	Kanchipuram
		Chengalpattu
4	Vellore	Vellore
		Ranipet
		Thiruppathur
5	Villuppuram	Villuppuram
		Kallakurichi
		Tiruvannamalai
		Ariyalur
		Perambalur
6	Cuddalore	Cuddalore
		Nagapattinam
		Thiruvarur
7	Tiruchirappalli	Tiruchirappalli
		Thanjavur
8	Erode	Erode
		Namakkal
		Krishnagiri
		Dharmapuri
9	Salem	Salem
		Karur
10	Coimbatore	Coimbatore
		The Nilgiris
		Tiruppur
11	Madurai	Madurai
		Sivaganga
		Pudukkottai
12	Virudhunagar	Dindigul
		Theni
		Virudhunagar

		Ramanathapuram
13	Tirunelveli	Tirunelveli
		Tenkasi
		Thoothukudi
		Kanniyakumari

(**) If any District(s) created newly it will comes under the zone, from the District(s) carved from.

The decision of the CEO will be final and will not be liable to be questioned on any ground.

5.8. Period of Contract (Tenure) - The period of rate contract will be one year from the date of signing contract agreement with the Chief Electoral Officer.

6. General Terms and Conditions

The Terms and Conditions for selection of Agencies for Printing and supply of election related materials, Systematic Voters' Education and Electoral Participation (SVEEP) and EVM/VVPAT related printing for the General Elections to TNLA,2021 are as follows:-

6.1. The tender documents can be downloaded from the websites at free of cost

<https://www.tenders.tn.gov.in> and www.elections.tn.gov.in

6.2. Details to be furnished

6.2.1. All particulars must be furnished as asked for in the prescribed technical and commercial bid.

6.2.2. The rate should be clearly indicated both in words and figures for each activity. Whenever there is a discrepancy between words and figures, lower of the two shall apply.

6.2.3. The bidder should attest with full signature, if there is any scoring or overwriting or correction.

6.2.4. The bidder should submit all the required documents as specified in the Tender document without fail. Bids received without supporting documents to prove their Eligibility are liable for rejection.

6.2.5. The bidder has to submit the undertaking in the prescribed format in the technical bid that he accepts all the technical and commercial tender conditions and shall abide by the same fully.

6.3 Initial Scrutiny

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 Authorization
- Received without EMD amount

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

6.4. Clarification of doubts

6.4.1. Prospective Bidder requiring any queries in the Tender may raise the pre-bid

queries/clarifications/ doubts to CEO by e-mail to sec2.pelecd@tn.gov.in by 05:00 P.M. on 19.01.2021. The replies on the queries will be uploaded by 05:00 P.M. on 21.01.2021.

6.4.2. The responses to the replies to the queries/clarifications will be notified in the websites. If necessary Corrigendum to the Tender Document shall be issued by this Department.

6.4.3. Amendments to the Tender

6.4.3.1. Before closing of the Tender, clarifications and amendments, if any, will be notified in the websites mentioned earlier. The Bidders should periodically check for the amendments or corrigendum or information in the websites till the closing date of this Tender. Public (Elections-II) Department will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.

6.4.3.2. No clarifications would be offered by CEO within 48 hours prior to the due date and time for opening of the Tender.

6.4.3.3. Before the closing of the Tender, CEO may amend the Tender document as per requirements or wherever feel such amendments are absolutely necessary.

6.4.3.4. Amendments may also be given in response to the queries by the prospective Bidders.

6.4.3.5. Such amendments will be notified in the websites mentioned in the tender schedule.

6.4.3.6. CEO at his discretion may or may not extend the due date and time for the submission of bids on account of amendments.

6.4.3.7. CEO 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.

6.5. The Tender Accepting Authority Reserves the Right to:

6.5.1. Reject any or all the tenders without assigning any reason thereof.

6.5.2. Revise or amend specifications, before the last day of submission of bid.

6.5.3. Relax, waive or modify any of the conditions stipulated in the specification wherever deemed necessary.

6.5.4. If any changes in conditions are made, they shall be made at least 48 hours before the last date and time of submission of bids, and shall be posted on the

website of the CEO's office. In no case individual communication would be sent to the potential bidder regarding such changes and it would be the bidder's responsibility to visit the website and take note of changes, if any.

6.5.5. If any region is not covered/left out by the bidders after the evaluation of Commercial bids the CEO reserves the right to allot the region(s) from the enlisted vendors for accomplish the task.

6.6. Opening of Tender

6.6.1. The Tender Evaluation Committee formed by the Chief Electoral Officer will open the tender received upto due date and time on his behalf in the presence of those bidders or their representatives with a letter of authority who prefer to attend the tender opening. Tenders received after the due date and time will not be entertained.

6.6.2. The Technical bid will be evaluated and the list of technically qualified bidders will be prepared by the Tender Evaluation Committee.

6.6.3. The decision of the Tender Accepting Authority will be final in this regard.

6.7. Tender Evaluation

6.7.1. Envelope-A shall contain only the Technical Bid with the required EMD.

6.7.2. If the bidder quotes for two regions, EMD has to be furnished for the two regions.

6.7.3. On opening of the Technical bid (Envelope-A), if the required EMD is not enclosed, the tender will be rejected. However, if part EMD has been given in case he has bid for more than one region, then the bid would be considered only for that region for which the EMD has been given fully.

6.7.4. The Technical bid will be evaluated if the required EMD has been enclosed and the list of technically qualified bidders will be prepared by the Tender Evaluation Committee.

6.7.5. Envelope-B shall contain only the Commercial Bid. The technically qualified bidders alone will be informed of the date and time of opening of the Commercial Bid.

6.7.6. The Commercial bids of technically qualified bidders alone will be opened and evaluated as follows:

(i) At first instance only those number of bids of the tenderer would be taken for consideration, for which he is eligible to bid, subject to maximum of 2 regions. If he has bid for more number of regions for which he is eligible or for more than 2 regions, then only the eligible no. of bids, subject to maximum of 2 regions, would be

considered from the top of his priority list. Other bids given by him would no longer be considered and would be deemed to have not been bid.

(ii) The bid value L1 for a bidder for the regions would be calculated as follows:

$$L1 = \frac{(A*0.50 + B*0.30 + C*0.15 + D*0.05)}{100}$$

- A - Voter Slip Printing
- B – Conduct of Election
- C – SVEEP related printing
- D – EVM/VVPAT Printing

(iii) After calculating the bid value for each bidder in a region, then all the bid values would be arranged in an ascending order. The lowest bid value, thus calculated would be the L1 bid.

6.7.7. The provisions of the Tamil Nadu Transparency in Tenders Act, 1998 and amended in Rules 2000 framed therein / under will be applicable. If necessary the premises of the bidder may be inspected as part of evaluation.

6.8. Acceptance / Withdrawal

6.8.1. The final acceptance of the tender would be entirely vested with the Tender Accepting Authority (Chief Electoral Officer, Tamil Nadu) who reserves the right to accept or reject any tender, without assigning any reason whatsoever. There is no obligation on the part of the Public (Elections-II) Department to communicate in any way with the rejected Bidders.

6.8.2. After acceptance of the tender by the Tender Accepting Authority, the Bidder shall have no right to withdraw the tender or claim a higher rate for any activity.

6.8.3. Tender with incomplete information is liable for rejection.

6.8.4. For each category of pre-qualification criteria, documentary evidence is to be produced duly attested by the Agency, serially numbered and enclosed with the technical bid.

6.8.5. The Agency should possess minimum infrastructure (equipments, skilled manpower) to take up the work for which evidence should be furnished in the Technical Bid.

6.8.6. If any information given by the bidder is found to be false/ fictitious, action will be initiated, apart from the tender being rejected, to debar the tenderer from participating in future tenders. Not only the tenderer, all principals (owners and top management) of the bidder shall be debarred from participating in tender even though other corporate entities.

6.8.7. The rate quoted by the bidder must be comprehensive including all the components mentioned in the tender.

6.8.8. The Tender Accepting Authority reserves the right to negotiate for further reduction of rates and to arrive at a common rate for each activity. If the successive bidder is not willing to reduce the amount, the tender accepting authority (i.e., CEO) reserves the right to cancel the tender for those regions.

6.9. Validity of the Tender

6.9.1. The tender validity for period of one year from the date of signing of agreement.

6.10. Forfeiture of Earnest Money Deposit

Furnishing incorrect or false information may result in forfeiture of EMD in full or part at the discretion of the Chief Electoral Officer in addition to rejection of tender.

6.11. Security Deposit

6.11.1. The successful Bidder will be required to remit Security Deposit equivalent to 1% of the total accepted tender value inclusive of EMD within seven days from the date of intimation, in the form of bank Guarantee. The security deposit will be remitted @ Rs.10,000/- per Assembly Constituencies comprised in the Zones, by the way of submitting Bank Guarantee for the validity period of one year.

6.11.2. If the successful bidder fails to remit the Security Deposit, then, the EMD remitted by him will be forfeited by Public (Elections-II) Department and his bid will be held void. After issue of LoA, the EMD submitted by the successful bidder will be returned to them. They have to submit the Bank Guarantee for the period of One Year @Rs.10,000/- per Assembly Constituency comprised in the region.

6.11.3. The successful bidder should sign an agreement only on fulfillment of the above condition.

6.11.4. The Security Deposit furnished by the successful Bidder in respect of his tender will be returned to him at the end of the contract period, subject to the satisfaction of Public (Elections-II) Department.

6.11.5. The Security Deposit till it is returned will not bear any interest. The Security Deposit amount will be returned to the eligible bidders only after the receipt of the satisfactory completion certificate from the DEOs in their region.

6.12. Forfeiture of Security Deposit

If the successful bidder fails to sign the contract or after signing the contract,

fails to perform any contractual obligation, his Security Deposit mentioned above will be forfeited by the Public (Elections-II) Department.

6.13. Agreement

6.13.1. The successful Bidder(s) shall execute an agreement for the fulfillment of the contract on Rs.20/- non-judicial stamp paper in the format in Part 8 of the tender document with such modification as may be required by the Public (Elections-II) Department at the time of execution, within seven days from the date of acceptance of the tender.

6.13.2. 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 the Public (Elections-II) Department and recovery of any consequential losses from the Agency.

6.14. Assigning of tender in whole or part

The Agency should not assign or make over the contract, the benefit or burden thereof to any other person or persons or body corporate. No **under-letting or sub-letting** to any persons or body corporate for the execution of the contract or any other part thereof is permitted, without the prior written consent of Public (Elections-II) Department.

6.15. Penalty and Termination for Non-fulfillment of contract

6.15.1. Penalty will be levied, based on the proposal of the DEOs concerned on the delay in delivery of particular work. This may be recovered by deduction from payments due to the Agency or otherwise. If the payments already made to the vendor the penalty will be deducted in the Security Deposit.

6.16. Force Majeure

Neither the Department nor the Agency shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:

a) Natural phenomena including but not limited to earthquakes, floods and epidemics.

b) Acts of any Government authority, domestic or foreign, including but not limited to war declared or undeclared.

c) Accidents or disruptions including but not limited to fire and explosions.

6.17. Jurisdiction for Legal Proceedings

Any suit or proceedings in this regard shall be instituted in a Chennai only and no other court outside shall have jurisdiction even though any part of the cause of action might arise within the jurisdiction of such Courts.

7. Release of Payment

The following are the conditions precedent for release of any payment by the Client:

- i) Signing of Contract.
- iii) Submission of an irrevocable Bank Guarantee of the Contract amount in the format (specify format) specified to the Client.

The payment will be made as per the following procedures:

The completion of the printing of Voter Slips, Election related materials, SVEEP related printing and EVM/VVPAT related printing as per the Proceedings of the DEOs. Based on the proceedings, a working sheet should be prepared by the DRO (Elections)/ Personal Assistant to Collector (Elections)/ Tahsildhar (Elections) in this regard. The working sheet should countersigned by the District Election Officers. After the receipt of the proposal, the Public (Elections-II) Department will release the payment to the vendors concerned, after scrutiny of the records the Public (Ele-II) Department release the payment to the vendors by ECS.

No advance Payment will be made.

Penalty amount(s) if any, proposed by the DEOs, will be adjusted in the payment due to the Successful Bidder.

All taxes and other levies imposed by Governments in India will be paid at actual as applicable.

2. The time limit for finalizing the work would be given by the respective DEO /RO/ARO while allotting the work.

8. FORM OF CONTRACT

(To be executed by the Bidders who have been awarded the contract)

This Contract entered into this day of at Chennai between the Chief Electoral Officer and Secretary, Public (Elections-II) Department, Secretariat, Chennai-9, (herein referred as the **Department** - which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the First part and the service provider hereinafter referred to as '**The Agency**' (which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the second part.

2. Whereas the Public (Elections-II) Department / CEO's Office invited tenders for printing and supply of Voters Slip, Printing of election materials, Systematic Voters' Education and Electoral Participation (SVEEP) related printing and EVM/VVPAT related printing for the General Elections to Tamil Nadu Legislative Assembly, 2021 in accordance with the guidelines and instructions of the Election Commission of India

Whereas the Department and the Agency, in pursuance thereof, have arrived at the following terms and conditions:

1. **Period of Contract** - This Contract shall remain in force during the Contract period of one year commencing from the date of the signing of this Contract. But in the event of any breach of terms and conditions of the contract at any time on the part of the Agency, the Contract shall be terminable by the Department without any compensation to the Agency and also at the risk and cost of the Agency.

2. **Conformity to Instructions / Guidelines and Schedule**

2.1. The Agency agrees to carry out the activities of printing of election materials, Systematic Voters' Education and Electoral Participation (SVEEP) related printing and EVM/VVPAT related printing, in accordance with the guidelines / instructions and the schedule laid down by the Election Commission of India (ECI) within the period communicated by the CEO / DEOs.

2.2. The period is liable to be shortened or extended by the CEO / DEOs according to the monsoon and climatic conditions or other exigencies and the Agency shall adhere to the schedule strictly.

3. Place of Operations, Locations for coverage and Timing

3.1. The Agency shall be required to operate from the premises authorized by the DEOs only.

4. Rates, Advance Payment and Security Deposit, etc.

4.1. The Agency shall carry out the activities of printing and supply of Voters Slip, Printing of election materials, Systematic Voters' Education and Electoral Participation (SVEEP) related printing and EVM/VVPAT related printing for the General Elections to Tamil Nadu Legislative Assembly, 2021 at the rates settled for the different activities for the Regions as set out in the annexure to this contract which will form the part of this Contract. These rates are firm and are not subject to enhancement on any ground, during the contract period. The Agency shall not claim in any manner increased payment either on account of increase in the cost of materials or labor or any other account during the said period.

4.2. The rate for the contract as detailed in this contract includes Goods and Services Tax (GST), Freight, Insurance, Installation, Transportation and Commissioning Charges and such other levies that may be applicable from time to time.

4.3. The Agency shall organize a separate working capital for this project.

4.4. No advance payment will be made to the Agency.

4.5. The Agency shall remit a Security Deposit equivalent to 1 (One) percent of the total accepted tender value inclusive of EMD within seven days from the date of intimation, in the form of Demand Draft. The security deposit will be remitted @ Rs.10,000/- per Assembly Constituencies comprised in the Zones, by the way of submitting Bank Guarantee for the validity period of one year. The Security Deposit furnished by the Agency shall be returned on termination of contract period subject to the specification of the Client.

5. Equipments

5.1. The equipments and accessories deployed / used by the Agency shall comply with specifications given in the tender document. The Agency shall maintain the equipments in good condition throughout the duration of the work irrespective of the fact whether these have been manufactured by the Agency or not.

5.2. The maintenance, service, replacement, reloading of the system, minor repairs or major replacement etc. shall be the responsibility of the Agency.

5.3. The Agency shall insure at their own cost against any risk like fire, theft, etc. to the Computer Systems, peripherals and other available infrastructure of the Agency at any location for printing of conduct of elections and other related materials and shall take an All Risk Policy from Insurance Company.

6. Manpower

6.1. The bio-data of all the persons employed by the Agency shall be made available to the respective DEO(s) for reference.

6.2. The Agency shall furnish to the CEO and the DEOs concerned specifically the details including their qualification and experience of the senior level officers entrusted with the management of the project and for interaction with the CEO's office / DEOs for policy and operational decisions.

6.3. All statutory obligations / liabilities like Salary, ESI, P.F., etc., as per Labour Laws for the manpower employed for this contract will be the responsibility of the Agency. Public (Elections-II) Department is no way is responsible for the same and Public (Elections-II) Department will not be construed as an employer directly or indirectly. The particulars asked for in this connection are purely for reference only.

6.4. The manpower employed by the Agency will have no right in any manner to claim any benefits / rights with the Department.

6.5. Boarding, lodging, incidental expenses, medical expenses, etc for the Agency's manpower shall be borne by the Agency.

6.6. The Agency shall extend Group Insurance to all the persons of the Agency working in the field. Public (Elections-II) Department will not be liable for any risks including riots, theft, damage due to law and order, floods, accidents, etc under any circumstances.

6.7. The officers, supervisors and operators engaged by the Agency shall get trained in the overall management of the field operations and implementation.

6.8. The manpower appointed by the Agency should report to the Officials concerned as authorized by the CEO / DEOs about their attendance leave and report other matters connected with the work.

6.9. The manpower shall not be changed / transferred without the knowledge of the Department except in circumstances beyond the control of the Agency. The replacements should be provided immediately in case of any change or transfer.

6.10. The Vendor shall ensure that the behavior of all the officers and staff is decent and courteous at all times. The persons reported for any indecent behavior must be immediately replaced.

7. Deliverables

7.1. The goods or materials as contained in the tender document shall be supplied by the Agency in such quantities or numbers and at the place as may be specified by the CEO / DEOs without any extra cost.

7.2. The Agency agrees that all goods or materials to be supplied under this contract shall be of the quality and sort specified in the tender document.

7.3. The guarantee will cover all the materials and goods supplied by the Agency under this contract irrespective of the fact whether these have been manufactured by the Agency or not. If there is any defect in any item, the same will be rectified or replaced free of cost by the Agency, within the time limits framed by the CEO/DEOs.

8. Penal clauses

8.1. The Agency shall be held responsible for defective printings, etc., and payment shall not be made for such defective printings.

8.2. The Agency shall provide all materials, labour and assistance to any Government Officer or any other Officer authorized by the CEO / DEOs for inspection to test the materials for assessing the quality. The materials rejected shall be destroyed by the Agency at its expense in the presence of any officer authorized by the CEO / DEOs for this purpose. The Agency shall not be entitled to any payment of compensation or damage for such rejection.

8.3. Penalty will be levied, based on the proposal of the DEOs concerned on the delay in delivery of particular work. This may be recovered by deduction from payments due to the Agency or otherwise. If the payments already made to the vendor the penalty will be deducted in the Security Deposit.

8.4. During inspection or on review of progress by the CEO / DEO or on a report/ complaint from subordinate staff or others, if it is found that:

(a) The Agency does not possess adequate facilities and has not provided the necessary infrastructure (equipment, manpower etc.) or there is delay in deployment to execute the work within the stipulated period or if the equipments deployed are of inferior quality and manpower inadequate or not well trained/ skilled to produce quality output as per the tender specifications,

(b) If the work is not executed as per specifications,

(c) If any wrong claim is preferred for payment for printing or any other activity,

(d) If there is failure to comply with or there is a breach of any of the terms and conditions set out in the guidelines/ specifications of the Election Commission or the CEO issued from time to time,

The Department reserves the right, without prejudice to the action for imposition of penalty set out in the previous clause, to take such measures as are considered necessary to ensure that the programme is not affected and recover the additional cost/ liability from the Agency as per the Government norms. The measures may include forfeiture of Security Deposit and termination of the entire or part of the unfinished work. In such an event, the Agency will not be entitled to any payment or compensation and damages for the work done. Besides, such performance may entail action for blacklisting of the Agency, both for election work and also for all Government works. The blacklisting would not be limited to the Agency itself but for all entities, existing or to be setup in future, by the owners or top managers of the Agency.

9. Force Majeure - Neither the Department nor the Agency shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes, contingencies beyond their reasonable control such as:

(a) Natural phenomena including but not limited to earthquakes, floods and epidemics.

(b) Acts of any Government authority domestic or foreign including but not limited to war declared, or undeclared.

(c) Accidents or disruptions including, but not limited to fire and explosions.

10. Mode of Communication and Service of Notice

10.1. Unless otherwise provided in the Contract any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing

the same by registered mail, postage prepaid, return receipt requested in the case of the Agency to the Department at their respective addresses and set forth above or with other addresses and to the attention of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent shall be deemed to be sufficiently served.

10.2. Any notice to the Agency if given or left in writing at their usual or last known place of abode or business shall be deemed to be duly given.

11. **Arbitration** - In case of any dispute, claims and differences arising out of or in connection with this, the matter will be referred to an Arbitrator mutually agreeable to both parties who will be the Arbitrator and his decision will be final and binding on both the parties as per the provisions of the Arbitration and Conciliation Act, 1996. The place of Arbitration shall be at Chennai.

12. **Indemnity** - The Agency herein shall indemnify the Department and keep always indemnified to the Department for any loss, damage, expense, costs etc., which the Department may have to incur by reason of any omission / commission, in this regard by the Agency.

13. **Miscellaneous**

13.1. The Agency shall familiarize with all terms, process, conditions, specifications and other details of the work order and shall not ignore any of those as excuse in case of complaint against rejection of images or materials.

13.2. The Contract or any part share of interest in it shall not be transferred or assigned by the Agency directly or indirectly to any person or persons whomsoever without the prior written consent of the Department.

13.3. The relevant Government Orders, guidelines / instructions of the ECI, CEO on tender notice and tender documents along with the enclosures, the detailed final offer of the Agency and the letter of acceptance of the tender will form part of this contract. Wherever the offer conditions furnished by the Agency are at variance with conditions of this contract or conditions stipulated in the tender document, the latter should prevail over the offer conditions furnished by the Agency.

13.4. The Chief Electoral Officer has power to amend or annul any conditions of this Agreement if it is against the interest of the Department or might likely to cause

pecuniary loss to the Government or in case of subsequent changes made by the Election Commission in the guidelines / specifications.

13.5. This contract is subject to the jurisdiction of courts at Chennai only.

For and on behalf of

DEPARTMENT

AGENCY

Witnesses:

- 1.
- 2.

**TENDER DOCUMENT FOR RATE CONTRACT FOR PRINTING OF ELECTION
MATERIALS, SYSTEMATIC VOTERS' EDUCATION AND ELECTORAL
PARTICIPATION (SVEEP) RELATED PRINTING AND EVM/VVPAT
RELATED PRINTING FOR THE GENERAL ELECTIONS TO TAMIL NADU
LEGISLATIVE ASSEMBLY, 2021**

PART-II TECHNICAL BID

(Envelope-A)

(Tender Notice No.: 1/2021/8220)

Public (Elections-II) Department,

Secretariat, Fort St.George,

Chennai-600 009

Tamil Nadu.

PART– II TECHNICAL BID (Envelope-A)
(Attach additional sheet if required)

Tender Notice No: 1/2021/8220, Date: 12.01.2021

1. Details of the Bidder

Sl. No.	Description	Proof Submitted
1	Name of the Organization	
2	Nature of the Organization (Govt. / Public / Private / Partnership / Proprietorship / LLP)	
3	Office Address	
4	Contact person with Phone / Mobile no.	
5	Agency PAN No.	
6	GST Registration No.	
7	Phone No.	
8	E-Mail address	
9	Printing activities related to Conduct of Elections for the past three years	
10	Experience of SVEEP/ EVM/ VVPAT related printing for the past 3 years	
11	Audited balance Sheet for the last three financial years (i.e., 2017-18, 2018-19 & 2019- 20.) for having aggregated turnover of Rs.3.0 Crore and above.	
12	Certificate from the Chartered Accountant showing positive net worth in the two financial years of last three financial years (i.e., 2017- 18, 2018-19 & 2019- 20).	
13	I.T. returns for the last three financial years.(2017-18,2018-19 and 2019- 20)	

14	Credit worthiness certificate from Bank and Bank facilities available for Rs.30 lakhs per region.	
15	Aggregated work for Rs.5 lakh and above in case of Printing of election materials in the last three audited financial years (2017-18, 2018-19 & 2019-20).	
16	Aggregated work for Rs.2 lakh and above in case of SVEEP, EVM/VVPAT related printing, in the last three audited financial years (2017-18, 2018-19 & 2019-20).	
17	Printing of Dummy EVM Ballot paper for First Level Checking (FLC).	
18	Printing of election related documents such as Voter Slips, Photo Electoral Roll by using the ERONet printing tool by ECI.	
19	Self-Declaration / undertaking for not blacklisted by any of the Government Departments / PSUs/Local Bodies.	
20	Registration Certificate for Goods and Services Tax (GST)	
21	GST Annual Return Form (Form-9) for the last two financial years. (2017-18 and 2018-19)	
22	GSTR- 3b for the last 6 months (July 2020 to December 2020)	
23.	Certificate of inspection from the officer not below the rank of Tahsildar where the printing unit is located.	

Signature of the Bidder with seal

2. No. of personnel currently deployed in various projects

Sl.No.	Description	
1	No. of permanent employees currently working	
2	No. of computer professionals currently working	
3	Names & brief CVs of senior managers & professionals who will be dedicated to the project (covered by this tender)	

Signature of the Bidder

3. Infrastructure (Equipment) available (nos. & configuration / specifications)

Sl.No.	Description	
1	Computers / Laptops	
2	Scanners	
3	Printers/Xerox/Offset/ Colour Printer Machines (model, speed)	
4	Minimum Equipments that will be committed to the project (covered by this tender)	

Signature of the Bidder

4. Regions proposed in order of Preference

Sl. No.	Region Name	Districts in Region
1.		
2.		

In any case, maximum 2 regions would be considered for evaluation.

Signature of the Bidder

EMD payment particulars

Number of Demand Drafts enclosed:

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

Note: The tenders without required EMD in the Technical Bid are liable for rejection.

Signature of the Bidder

DECLARATION

I / We agree with the Scope of work, Special Terms and Conditions, General Terms and Conditions and Payment clause enclosed with the tender and shall abide by the clauses.

I / We declare that the information furnished in the tender is true to the best of my / our knowledge. If any false / fictitious information is found I / We agree to the rejection of the bidder.

I / We agree that the offer shall remain open for acceptance for a minimum period of 180 days 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 amount of Earnest Money Deposit shall not bear any interest and shall be liable to be forfeited by the Public (Elections-II) Department, Chennai should I/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 the Public (Elections-II) Department, Chennai and furnish the Security Deposit as specified in the terms and conditions of the contract. The amount of Earnest Money Deposit may be adjusted towards Security Deposit or refunded to me / us unless the same or any part thereof has been forfeited as aforesaid.

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

I / We declare that we have not been blacklisted anywhere in India or insolvent.

Signature of the Bidder

Name and Address:

Phone No:

e-mail:

Date and Office seal:

**TENDER DOCUMENT FOR RATE CONTRACT FOR PRINTING OF
ELECTION MATERIALS, SYSTEMATIC VOTERS' EDUCATION
AND ELECTORAL PARTICIPATION (SVEEP) RELATED
PRINTING AND EVM/VVPAT RELATED PRINTING FOR THE GENERAL
ELECTIONS TO TAMIL NADU LEGISLATIVE ASSEMBLY, 2021**

PART-III COMMERCIAL BID

(Envelope-B)

(Tender Notice No.1/2021/8220)

**Public (Elections-II) Department,
Secretariat,
Fort St. George,
Chennai-600 009
Tamil Nadu**

To

The Chief Electoral Officer
Public (Elections-II) Department,
Secretariat,
Fort St. George,
Chennai-600 009

Sir,

I / We hereby submit the tender for Printing of Conduct of elections related materials, SVEEP related printing and EVM/VVPAT related printings in accordance with the instructions and guidelines of the Election Commission of India (ECI) and the specifications given in this tender document, to Public (Elections-II) Department, Chennai-9 as per special Terms and Conditions as well as General Terms and Conditions. The rates are quoted in the prescribed format given below.

Signature of the Bidder

Price Bid for _____ Region

A. Voter Slip Printing

S.No.	Printing Particulars	Printing Items (Size in inches)	Per Unit Rate	
			Rs.	Ps.
1.	Printing of Voter Slips (on both sides @ per voter):	A-5		
Total				

B. Conduct of Election Printing

(Typing, designing, Proof, Specimen Copy, 100 GSM Paper including Per Unit Rs. Ps.)

S. No.	Printing Particulars	Printing Items (Size in inches)	Per Unit Rate	
			Rs.	Ps.
1	Badge for Personnel deployed in Polling Stations: Presiding officer, Polling Officer-I, Polling Officer-II, Polling Officer-III, Polling Officer-IV, Polling Officer-V, etc.	3x3		
2	Lable Sticker for: Ballot Unit Machine Sticker Control Unit Machine Sticker, VVPAT Machine Sticker, BU,CU, VVVPAT, Trunk Box Sticker, Index Lable, etc.	11.5x8.5		
3	Multi-Color Guide for: DEMP. Polling Officer, Presiding Officer, Zonal Officer, Assistant Zonal Officer, Micro Observer Guide, Multi Color 1 (one Page) etc.	11.5x8.5		
4	Wrapper Sheet for: Marked Copy, Reference Copy, Spare Copy, Agent Copy, Abstract Statement, etc.	11.5x8.5		
5	Sheet for SMS, Counting Table, Name, etc.	11.5x8.5		
6	Forms: Tally Sheet (Male Voter Polled), Tally Sheet (Female Voter Polled), Daily Report of Assistant Expenditure observer Annexure-6 Shadow observation Register, etc.	17x26		

7	Forms: Form – 7A, Zonal Officer 23 Point Report, Presiding Officer 17 Point Report	11.5x18		
8	Ribbon Badges for the Officers: Observer, Collector, Returning Officer Assistant Returning Officer, District Revenue Officer, etc.	7x7		
9	Multi-Colour Poster: CCTV Poster, Web stream Poster, Micro Observer Poster, 6 step Poster, Know your Polling Officer Poster, etc.	20x30		
10	Posters: Area Poster, Candidate Poster, etc.	23x33		
Total				

C. SVEEP related printing

(Typing, designing, Proof, Specimen Copy, 100Gsm Paper including Per Unit Rs. Ps.)

S.No.	Printing Particulars	Printing Items (Size in inches)	Per Unit	
			Rs.	Ps.
1	Multi-Colour Sticker Printing	11.5x18		
2	Multi-Colour Art Paper Poster Printing	20x30		
3	Foam Board Multi-Colour Printing	96x48		
4	Rally Banner Printing	60x36		
5	Advertisement through display boards in Railway station, Airport	15x10 Feet		
Total				

D. EVM/VVPAT related Printing

(Typing, designing, Proof, Specimen Copy, 100Gsm Paper including Per Unit Rs. Ps.)

S.No.	Printing Particulars	Printing Items (Size in inches)	Per Unit Rate	
			Rs.	Ps.
1	Multi-Colour Poster Printing	18x23		
2	Multi-Colour Pamphlet Printing	8.5x5.5		
3	Vinyl Sticker Printing	11.5x18		
Total				

Note:

1. The bidders are requested not to include GST or any other tax levied

by Central/State Governments, which would be paid additionally by the client as per applicable rates.

2. The bidders need not be engaged for the printing of Postal Ballots.

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

4. L1 will be identified as

$$(A*0.50 + B*0.30 + C*0.15 + D*0.05)$$

$$L1 = \frac{\text{-----}}{100}$$

- A - Voter Slip Printing
- B - Conduct of Election
- C - SVEEP related printing
- D - EVM/VVPAT related Printing

Signature of the authorized person:

Name of the authorised person:

Designation:

Name and Address of Bidder

Stamp of bidder

Annexure-I Format for Clarifications/Amendments

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

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

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

Annexure-II

FORMAT OF BANK GUARANTEE

B.G. No.

Dated:

In Consideration of PUBLIC (ELECTIONS-II) DEPARTMENT we have agreed to exempt thereafter called "the said Agency's from the demand, under the terms and conditions of an agreement dated _____ made between _____ M/s _____, having its head office at _____ and Public (Elections-II) Department, Secretariat, Chennai-600 009 for thereafter called the said 'Agreement', of Security Deposit for the due fulfillment by the said Agency (s) of the terms and conditions contained in the said Agreement, SLA support services on production of a Bank Guarantee for Rs. _____ (Rupees _____)

1. We _____ constituted under Banking Companies (Acquisition and Transfer of undertakings) represented by (hereinafter referred to as "the Bank" which terms includes its successors and assigns) do hereby undertake to pay the Public (Elections-II) Department an amount not exceeding Rs. _____ (Rupees _____) for not fulfilling the Agency's obligations relating to the provision of SLA support services against any loss or damage to or suffered by Public (Elections-II) Department by reason of any breach by the said Agency's lapse on the part of the firm to confirm to the terms and conditions of contract contained in the said agreement.

2. The Bank hereby undertakes to pay the amount due and payable under this guarantee without any demur merely on a demand from the Public (Elections-II) Department stating that the amount claimed is due by reason of any breach by the said Agency any of the terms or conditions contained in the said agreement or by reason of the Agency's failure to perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, total liability of Bank under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....).

3. The Bank further agrees that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Public (Elections-II) Department under or by virtue of the said agreement have been fully paid and its claims satisfied are discharged OR till the 2021 OR till Public (Elections-II) Department certifies that the terms and conditions of the said agency are fulfilled and accordingly discharges the guarantee, whichever is earlier. Unless a demand or claim under this agreement is made on the Bank in writing on or before 2021 Bank shall be discharged from all liability under this guarantee thereafter.

4. The Bank further agrees with the Public (Elections-II) Department that the Public (Elections-II) Department, shall have the fullest liberty without consent of Bank and without affecting in any manner obligations of Bank hereunder to vary any of the terms and conditions of the said agreement to extend time or to postpone for any time or from time to time any of the powers exercisable by the Public (Elections-II) Department against the said agency and to forbear or enforce any to the terms and

conditions relating to the said agreement and we shall not be relieved from liability by reason of any such variation, or extension being granted to the said agency or for any forbearance, act or omission on the part of Public (Elections-II) Department or any indulgence by the Public (Elections-II) Department to the said agency or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the Bank.

5. The Bank lastly undertakes not to revoke this guarantee during its currency except with the previous consent of the Public (Elections-II) Department in writing.

6. Notwithstanding anything, contained hereinabove our liability under this guarantee is restricted to Rs./- (Rupees..... only). Our guarantee shall remain in force until 2021 our liability hereunder is conditional upon your lodging a demand or Public (Elections-II) Department claim withbank on or before 2021. Unless a demand or claim is lodged with us within the aforesaid time your rights under the guarantee shall be forfeited and we shall not be liable there under.

7. This guarantee shall be governed and construed in accordance with the laws of India. All claims under this guarantee will be payable solely atBank..... This guarantee will be returned to the bank when the purpose of the guarantee has been fulfilled or at the expiry, whichever is earlier.

For..... Bank
.....Branch