

OFFICE OF : CHIEF ELECTORAL OFFICER UTTARAKHAND

Vishwakarma Bhawan First Floor Secretariate Campus, 04-Shubhash Road, Dehradun- 248001

Email ID = ceo_uttaranchal@eci.gov.in
election09@gmail.com

PHONE NO. 0135- 2713760, 2713551
2713724

No.- 188 / XXV - 25 / 2023

Dehradun,

Dated 16 January, 2024

Notice Inviting Tender for Expression of Interest (Eoi) for Empanelment of Printing & Digital Printing Agencies (Category. -A), Outdoor Media Agencies (Category-B), Merchandise Agencies (Category-C) & Audio Visual and Digital Media Agencies (Category -D)

Chief Electoral Officer, Uttarakhand invites Expression of Interest (Eoi) for Empanelment of Agencies/Firms in following Categories: -

| S. No. | Type of Work | Category |
|--------|--|------------------|
| 01 | Paper Printing Agency i.e. Poster, Pamphlet, Brochure, Coffee Table Book, Manual, Compendium, Checklist, Guidelines, Leaflets, Badges, Paper Stickers, Diary, Calendars, etc. Sub-Categories: A1-Offset, A2-Digital, A3-Laser Printing | Category- "A" |
| 02 | For Outdoor Media: Flex & Vinyl Printing, Fabrication/Installation of Various Banner, Hoarding/Boards (Flex/Backlit/Digital/Glow Sign), Backdrop, Vinyl Stickers on Bus Shelter/Panel, Signage, Standees/Sun pack/Cut-Out/Flyers/drop-Down on Malls/Canopy/Gazebo/Stage Show/LD Van/ Mobile Van & LED Board/Wall/Gate/ Panel (Rental Basis) etc. For voter awareness exhibition/Fest/tubule/event LED and Mobile Van should have display and Sound System | Category- "B" |
| 03 | Vendor For Merchandise Item(s). Readymade/Custom-made i.e. C-1- Promotional Items i.e. Cap, Pen, Key Ring], Badges-Shirt, Wrist Band, Dairy, Non-Woven/Jute/Rec. DVD/Mask etc. C-2 Competition Prizes for Contest winner: Gift Articles i.e. Bag Packs, Gift Mug, Water Bottles, Track suit, Lunch Box, Pen-Set etc. C-3-Memontoos, Trophies, Shield, Plaques, Souvenirs, Medal etc. | Category- "C" |
| 04 | Agencies for Audio- Visual Media and Digital Medi D-1- Radio D-2 Television D-3 Digital Media | Category- "D" |

1. Tender (EOI) document uploaded on department website:- from 16th January 2024, 1500 Hrs.
2. Query by e-mail(election09@gmail.com) Till 22nd January 2024 by 11:00 Hrs.
3. Date & time of Pre-Bid Meeting: 22nd January 2024 at 1600 Hrs. at CEO Office
4. Last Date & time of Submission: 29th January 2024 till 1530 Hrs.
5. Opening Date & Time of Bid : 29th January 2024 at 1630 Hrs. at CEO Office

Chief Electoral Officer
Uttarakhand

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1- Empanelment of Offset, Digital, Laser Printers/Agencies (Category-A)

Chief Electoral Officer, Uttarakhand is interested to empanel Offset, Laser & Digital Paper Printing/agencies for undertaking a wide range of Printing work i.e. Poster, Pamphlet, Brochure, Coffee Table Book, Manual, Compendium, Handbooks Checklist, Leaflets, Badges, Paper Stickers, Diary, Calendars, etc. for various activities/Exhibition/Events, that will be held during the remaining period of FY 2023-24 (February 2024 & March 2024) and 2024-25 under Systematic Voter's Education & Electoral Participation Programmed (SVEEP) & as well as for various printing activities for smooth conduction of General Lok Sabha Election, 2024. The Scope of Work includes all type of work falling under either of the Categories A-1/Category A-2/Category A-3

Interested firms/agencies with proven experience and credentials work as per requirement, mentioned above, must submit their application(annexure-I) on prescribed tender document **on or before 29th January 2024** (Up to 1530 Hrs.) in sealed envelope to this office which will be opened the same date at 1630 Hrs. Sealed Envelope should clearly super scripted "**Proposal for Empanelment of Offset/Digital/Laser (Category -A)**" The empanelment period may be further extended for further one-one year on the basis of performance, on the discretion of Chief Electoral Officer Uttarakhand

03- The tender document can be downloaded from Website of Office of Chief Electoral Officer, Uttarakhand www.ceo.uk.gov. The tender fees. is 500/- (Non-refundable) including GST in form of **Demand draft from Scheduled Commercial Bank favoring** Chief Electoral Officer, Uttarakhand payable at Dehradun is to be enclosed with the tender.

04- Application & Cost of document/Tender fee in the form of DD Rs. 500 INR (Non-refundable) will be entertained for only one specified category i.e. **Cat. A (Incl. A-1.2.3)/B/C as applied. forms Annexure-I-A and I-B required to be filled up for each category.**

05- Chief Electoral Officer, Uttarakhand reserves the right to annul the process or reject any or all bids at any time.

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I. Eligibility Criteria (For Cat-A , including All Sub-Category)

1. Printing Firm/Company/Agency Sole-Proprietor must be incorporated or registered in India under the relevant laws and carried business for at least three preceding years - (*Partnership Deed for firm, Certificate of Incorporation in case of Company, Self-Declaration in case of Sole-Proprietor or SSI Registration/Udyog Adhar Card*)
2. *The Firm/ Company/Agency Sole-Proprietor have carried out printing activity during preceding three years. (Work Order from Government Department/PSUs/Universities/Private Universities/Deemed Universities/Local Bodies/Autonomous Bodies/Government Agencies or Board /Quasi Government Bodies*
3. The bidder's average annual turnover of last three Years is Five Lac (INR 5,00,000) for financial years 2020-21 ,2021-22 ,2022-23. The interested bidder through any of the activity of designing and printing brochures, banners, posters, manuals, books, reports, Coffee Table Book, Manual, Compendium, Handbooks Checklist, and other print documents or Other similar works should be at least INR 1,50,000 in any one financial year 2020-21 ,2021-22 ,2022-23 (*Annual Balance Sheet and Profit and Loss account along with Income Tax Return of respective FY*)
4. The bidder shall have an experience and past performance of activity of professional experience of designing and printing brochures banners, posters, manuals, books, reports, Coffee Table Book, Manual, Compendium, Handbooks Checklist, and other print documents. /Other similar works during preceding three financial years in any as given below:
 - a. Three similar completed works of amount not less than Rs.0.50 lacs each. (INR-50,000/-)
 - b. Two similar completed works of amount not less than Rs.0.75 lacs each. (INR75,000/-)
 - c. One similar completed work of amount not less than Rs. 1.5 lacs

(Work Order from Government Department/PSUs/Universities/Private Universities/Deemed Universities/Local Bodies/Autonomous Bodies/Government Agencies or Board /Quasi Government Bodies and Completion Certificate from the concerned department)

5. An Affidavit on Non-Judicial Stamp Paper of INR 100 to be submitted by prospective bidder with an undertaking of being not blacklisted or debarred by any of the Govt. Department/Organization and bidder is not insolvent.

6. The bidder must have valid PAN No. GSTIN No (Copy of PAN Card and GSTIN)

7. **Self-undertaking regarding Offset/Laser/Digital-printing setup (with detail of machines- Name of P/M, make/model, capacity, Month/Year of installation, Date of purchase, Price in Another infrastructure UPS, Broadband etc.).**

8. **A bidder must fulfill all the criteria mentioned above in Para-I (Eligibility Criteria), failing which bidder shall not be considered for opening of Financial Bid**

II. Other Terms and Conditions:

1. Empanelment does not guarantee that work will be provided to agency necessarily.
2. Work will be allotted to the empaneled agency separately as per need following due course.
3. The agency will be responsible for collecting the manuscript, photographs, CD & DVD, sample items, and other material free of charges for preparation of designs,

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- printing, proofreading, editing etc. as per direction of CEO, Uttarakhand will be responsibility of agency to return this material in time.
4. Failing to submit the EOI in the prescribed format would result in disqualification of the agency and no further request would be entertained. Incomplete applications will not be entertained & liable to be rejected.
 5. CEO, Uttarakhand will issue advertisement/notices through departmental website/e-mail regarding printing job as per its requirement from time-to-time. Desirous empaneled agencies may apply at the time of advertisement/notice.
 6. CEO, Uttarakhand will not pay any advance for any job. Payment will be made only after satisfactory completion of Job & submission of proper bill(s).
 7. The chief electoral officer, Uttarakhand reserve all right including copy rights over all the printing /designing jobs related to the CEO, Uttarakhand. Use of such material without the knowledge of CEO, Uttarakhand is strictly prohibited.
 8. The agency will also provide & final copy of the designing/printing job (ready to print form) to the CEO, Uttarakhand just after completion of job.
 9. Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security of INR 20,000/-. A Bid security instrument shall necessarily accompany the technical bid. Bid security may be given in the form of a Demand Draft/FDR/TDR from Scheduled Commercial Bank) or the bid security must remain valid thirty days beyond the original or extended validity period of the bid.
 10. The successful bidders empaneled for any of categories Bid Security shall be Converted in Performance Security in form of FDR/TDR for the empaneled period. The bid security of unsuccessful bidders shall be refunded soon after empanelment of successful bid and signing of Agreement and submitting performance security
 11. CEO may cancel the order if the required items are not supplied in time or do not meet the specification envisaged by the CEO
 12. The above-mentioned eligibility criteria & terms & conditions may be changed/ altered/modify/relaxed to suit the requirements of the CEO, Uttarakhand from time to time or before giving job order.
 13. Validity date for bid is 90 days.
 14. Agencies once empaneled, shall have to promptly reply to all the enquiries, execute orders as per the order terms of CEO and keep the office informed of new products/developments/innovations/ideas/that shall help reduce the cost and improve quality, reliability.
 15. The Agency should not assign or sublet the empanelment or any part it to any other agency in any form. Failure to do so shall result in termination of empanelment.
 16. Unsigned or incomplete tender document without indexing & numbering of all pages will not be entertained.
 17. Pl. Check the document/enclosures as per checklist enclosed before submission the bid, please affix your agency/firm/company seal with authorized signature on every page of the tender document.
 18. All registered firms are expected to maintain absolute integrity, follow a decent standard of business ethics, and do nothing unbecoming of a registered supplier.
 19. CEO has all the rights reserved to add/delete/alter any of the items.

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20. Supply/Delivery of goods/material in prescribed time & FOR as will be specified in the work order of Chief Electoral Officer, Uttarakhand, will be responsibility of the agency.
21. Specification & Quantity of the items required, will be provided to qualified agency with work-order.
22. If after the supply of material/work executed, it is discovered that the material supplied/work executed is not according to the specification accepted, such supply/work will be rejected at the supplier cost. They will have to supply materials/work exactly according to the specification and the event of non-compliance the condition, CEO will be at liberty to take such action as it deems fit.
23. Any dispute arising out of this acceptance shall be referred to for "Arbitration" as enclosed in tender document.

III-Mode of Submission: -

1. The bidders shall have to submit their bid document in hard copies i.e. offline/manual submission by speed post/courier or by hand in the office of the Chief Electoral Officer, Secretariat, 1st Floor Vishwakarma Bhawan, Subhash Road, Dehradun-248 001 in due time as prescribed in tender document.
2. Technical Bid for empanelment of agencies, shall contain the qualification criteria and supporting document & technical compliance to the specification.

IV-Award of Work

1. Empanelment does not guarantee that work will be provided to agency necessarily.
2. Work will be allotted to the empaneled agency as and when required by CEO, separately as per need following due course.

Method of Evaluation/Selection:

- 1 All the proposals received will be scrutinized to assess their eligibility based on the qualifying criteria/norms. Those proposals which do not meet the qualifying criteria/norms will be rejected, forthwith, or any stage of detection. The evaluation of the proposals will be done by evaluation committee formed by CEO.

VI. Payment Plan

The bills to be presented by the concerned agency after satisfactory compliance of the work according work order can be paid as per rule within three months.

VII-Dispute Resolution Mechanism (Arbitration)

The tender/bidder and Office of the Chief Electoral Officer, Uttarakhand shall endeavor their best to amicably settle all dispute arising out or in connection with the contract in the following manner: -

1. The party raising a dispute shall address to the other party, a notice requesting an amicable settlement of the dispute within (07) days of receipt of the notice. Matter will be referred for negotiation between officer nominated by Office of the Chief Electoral Officer, Uttarakhand & authorized official of the contractor. The matter shall then be resolved between them, and the agreed course of action documented within a further period of 15 days.

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2. If any dispute arises out of the contract about the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Office of the Chief Electoral Officer, Uttarakhand who will be the state arbitrator and whose decision shall be final.

3. In case any dispute between the parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Dehradun and conducted in accordance with the provisions of Arbitration and Conciliations act. 1996. or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each & two arbitrators shall jointly appoint the third of the presiding arbitrator. The 'arbitration notice' should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other party in connection with the arbitration shall be in writing and be made as provided in this tender document. Each party shall bear the cost of preparing and presenting its case and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides. The contractor shall not be entitled to suspend the service/s in accordance with the provisions of the contract/s agreement notwithstanding the existence of any dispute between the parties or the subsistence of any arbitration or other proceedings.

d. All legal proceedings, if necessary, arises to institute may be any of the parties (Office of the Chief Electoral Officer, Uttarakhand or Contractor) shall have to be lodged in courts situated in Dehradun and not elsewhere. Jurisdiction area will be Dehradun.

e. If the terms and conditions mentioned in the tender are contradicting the terms and conditions appearing elsewhere, then it shall be at the discretion of the office of the chief electoral officer, Uttarakhand to choose the over-riding terms and conditions. In any case, the decision of Office of the Chief Electoral Officer, Uttarakhand shall be final and binding on all parties concerned

NOTE- Preference to bidders with MSME registration by Directorate Industry, Uttarakhand

In order to participate in this Bid, MSME registration is not mandatory, any interested bidder who fulfils technical criteria as stated above can submit bid as per the rules. MSME includes all such firms in Uttarakhand which have filed Entrepreneur Memorandum Part-2 / Udyog Aadhar as Small and Micro industry with its acknowledgement duly received and the firm registered by Directorate Industry, Uttarakhand as per the due provisions of Purchase Preference Policy for Small and Mini Industries -2019 (Including Cottage , Khadi, Village industry Hand loom , Handicraft and Startup) can as per rule claim exemption for fees for Tender Fee and EMD . As per rule duly registered MSME F firms in Uttarakhand will be able to claim exemption on Tender Fee and EMD. Such firms can avail exemption benefits from Uttarakhand Procurement Rules 2017 (as amended from time to time) as well as benefit of MSME may be availed. But such registered MSME firms have to technically qualify and submit such documents for technical evaluation, failing which the firm will be technically disqualified.



| Application Form for Offset, Laser, Digital Printers (Category-A, Inc. All sub-category) Annexure-I-A | | | | |
|--|--|---|------------------------|-------------------------|
| 1. | Name and Address of the agency/organization: | | | |
| 2. | Location of the Unit/Workshop: | | | |
| 3. | Telephone No.: | Website: | | |
| 4. | Name-Contact Person, LL & Mob. No. E-mail ID:(Pl. Clearly Mention) | & | What's App. No. | |
| 5. | a | Type of Legal Entity: | | |
| | b | Year of Establishment: | | |
| | c | Document for entity (Certificate of Incorporation/Partnership Deed/Self certified) | | |
| | d | SSI Registration/Udyog Adhar//Incorporation Certificate | | |
| Financial Capacity (as per the audited statements): | | | | |
| 6. | | Year | FY-2020-21 | FY-2021-22 |
| | a | Total Turnover | | |
| | I | CA's Certificate/ Audited Balance Sheet (2020-21 ,2021-22 ,2022-23) regd. Turn Over | | |
| | II | Copy of ITR F.Y. 2020-21 ,2021-22 ,2022-23 | | |
| | b | GSTN No. : | | |
| | c | PAN No. : | | |
| Experience of bidder | | | | |
| 7. | a | Copies of relevant work order with (reg. 3-year exp.) as required | | |
| | b | Work Order along with successful completion Certificate | | |
| Technical Infrastructure | | | | |
| | a | Self-Undertaking regarding Off-Set/Digital/Laser Printing Setup as required for Cat. A1/A2/A3, with detail of P/M & infrastructure UPS. Broadband, etc. required. | | |
| 8. | | Pl. Select & Mark Tick Sub-Category(s), whichever is/are applicable & Mark Cross(X), whichever is/are not applicable, under Cat-C | Offset Printing A-1 | Digital Printing A-2 |
| | | | Laser Printing A-3 | |
| 9. | a | D.D. of Rs. 500.00 In the Favour of Chief Electoral Officer, Uttarakhand | | |
| | 9. | affidavit ON ANNEXURE-A, duly attested by notary that his/her firm is not. debarred/blacklisted/ banned by any govt. department/organization. | | |
| 10. | | Declaration | | |
| | | I hereby declared that all the details as per above given by me are true to the best of my knowledge & belief, in case above detail or any information provided by me found false, my tender will be cancelled & I also be declared that even after my engagement, If anything/information found false than CEO, Uttarakhand may be terminated my tender. | | |

Declaration: We accept all terms and conditions, as mentioned in the tender above & shall be binding upon us. -

Signature of the vendor.

SIGN AND SEAL OF THE BIDDER

Affidavit

(To be submitted on non-judicial stamp paper of minimum Rs 100 /- duly certified by Notary)

We, M/s. (the Bidder), (the names and addresses of the registered office) hereby certify and confirm that:

- (i) We or any of our promoter(s) / director(s) / partner(s) are not blacklisted or otherwise disqualified pursuant to any debarment proceedings by any Central or State Government, Local Government or Public Sector Undertaking in India from participating in any bidding process-----*(Date of Signing of Bidder)*.
- (ii) We are not insolvent, in receivership, bankrupt, being wound up, having our affairs administered by a court or a judicial officer, having our business activities suspended or subject of legal proceedings for any of the foregoing reason.
- (iii) We or any of our promoter(s), director(s), partner(s) and officers are not convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of *three years* preceding the commencement of the procurement process.
- (iv) There is no conflict of interest in submitting this Bid.
- (v) We shall abide by the clauses/ conditions of Bidding Documents issued by the TIA and any amendment made thereafter.

We further confirm that, we are aware of the fact that, our Bid submitted in response of the Tender Ref. No. [*insert number & date* for supply of [*insert the name of the Goods/subject matter of the Tender*], would be liable for rejection in case any material misrepresentation is made or discovered at any stage of Bid evaluation or thereafter during the agreement period.

Dated this Day of, 20...

Name of the Bidder

.....

Signature of the Authorized Person

..... Name of the Authorized Person

[Handwritten signatures in blue and green ink]

2- Empanelment of Outdoor Media Flex & Vinyl Printers & Allied Agencies (Category-B)

Chief Electoral Officer, Uttarakhand is interested to empanel flex printers/agencies for undertaking a wide range of Out-door Media: Flex & Vinyl Printing, Fabrication/ Installation of Various Banner, Hoarding/Boards (Flex/Backlit/Digital/Glow Sign), Backdrop, Vinyl Stickers on Bus Shelter/Panel, Signage, Standees/Sun pack/Cut-Out/Flyers/drop-Down on Malls Canopy/Gazebo/Stage Show/LED Van/ Mobile Van & LED Board/Wall/Gate/ Panel (Rental Basis) etc.

For voter awareness exhibition/Fest/tubule/event. The LED and Mobile Van should have display and Sound System. for voter awareness exhibition/Fest/tubule/event, that will be held during the remaining period of FY 2023-24 (February 2024 & March 2024) and 2024-25 under event, Voter's Education & Electoral Participation Program (SVEEP) & as well as for various printing activities for smooth conduction of General Lok Sabha Election, 2024-25. The Scope of Work includes all type of work falling under either of the Categories B The empanelment period may be further extended for further one-one year based on performance, on the discretion of Chief Electoral Officer Uttarakhand

Interested agencies with proven experience and credentials work as per requirement, mentioned above, must submit their application (annexure-II- A and II-B) on prescribed tender document **on or before 29th January 2024** (Up to 1530 Hrs.) in sealed envelope to this office which will be opened the same date at 1630 Hrs. Sealed Envelope should clearly super scripted "**Proposal for Empanelment of Outdoor Media Flex/Vinyl Printers/& Allied Agencies (Category -B)**"

03- The tender document can be downloaded from Website of Office of Chief Electoral Officer, Uttarakhand www.ceo.uk.gov. The tender fees. INR 500/-(Non-refundable) including GST in form of Demand draft from Scheduled Commercial Bank favoring Chief Electoral Officer, Uttarakhand payable at Dehradun is to be enclosed with the tender.

04- Application & Cost of document/Tender fee in the form of DD Rs. 500 INR(Non-refundable) will be entertained for only one specified category **i.e. Cat. B as applied. Thus, separate forms Annexure-II-A and II-B required to be filled up for each category.**

05- Chief Electoral Officer, Uttarakhand reserves the right to annul the process or reject any or all bids at any time.

✓ B.S. [Signature] [Signature] [Signature] [Signature]

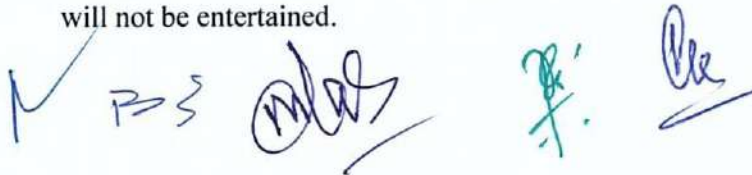
I-Eligibility Criteria (for Outdoor Media Cat-B)

1. Printing Firm/Company/Agency Sole-Proprietor must be incorporated or registered in India under the relevant laws and carried business for at least three preceding years - *(Partnership Deed for firm, Certificate of Incorporation in case of Company, Self-Declaration in case of Sole-Proprietor or SSI Registration/Udyog Adhar Card)*
2. The Company/Agency Sole-Proprietor have carried out Outdoor Media activity during preceding three financial years. - *((Work Order from Government Department/PSUs /Universities/Private Universities/Deemed Universities/Local Bodies/Autonomous Bodies/Government Agencies or Board /Quasi Government Bodies)*
3. The bidder's average annual turnover of last three Years is INR 5,00,000 (financial years 2020-21 ,2021-22 ,2022-23). The interested bidder through the activity of Out-door Media: should be at least INR 1,00,000 in any one financial year 2020-21 ,2021-22 ,2022-23 *(Annual Balance Sheet and Profit and Loss account along with Income Tax Return of respective FY)*
4. The bidder shall have an experience and past performance of activity of professional experience Out-door Media: Flex & Vinyl Printing, Fabrication/ Installation of Various Banner, Hoarding/Boards (Flex/Backlit/Digital/Glow Sign), Backdrop, Vinyl Stickers on Bus Shelter/Panel, Signage, Standees/Sun pack/Cut-Out/Flyers/drop-Down on Malls & LED Board/Wall/ Gate/ Panel (Rental Basis) /Other similar works during preceding three financial years in any as given below:
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 - c. One similar completed work of amount not less than Rs. 1.5 lacs
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5. An Affidavit on Non-Judicial Stamp Paper of INR 100 to be submitted by prospective bidder with an undertaking of being not blacklisted or debarred by any of the Govt. Department/Organization and bidder is not insolvent.
6. The bidder must have valid PAN No. GSTIN No (Copy of PAN Card and GSTIN)
7. **Self-undertaking regarding flex-printing setup (with detail of machines-Name of P/M, make/model, capacity, Month/Year of installation, Date of purchase, Price in INR & other infrastructure UPS, Broadband etc.).**
8. **A bidder must fulfill all the criteria mentioned above in Para-I (Eligibility Criteria), failing which bidder shall not be considered for opening of Financial Bid.**



II. Other Terms and Conditions:

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15. The Agency should not assign or sublet the empanelment or any part it to any other agency in any form. Failure to do so shall result in termination of empanelment.
16. Unsigned or incomplete tender document without indexing & numbering of all pages will not be entertained.

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17. Pl. Check the document/enclosures as per checklist enclosed before submission the bid, please affix your agency/firm/company seal with authorized signature on every page of the tender document.
18. All registered firms are expected to maintain absolute integrity, follow a decent standard of business ethics, and do nothing unbecoming of a registered supplier.
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23. Any dispute arising out of this acceptance shall be referred to for "Arbitration" as enclosed in tender document.

III-Mode of Submission: -

1. The bidders shall have to submit their bid document in hard copies i.e. offline/manual submission by speed post/courier or by hand in the office of the Chief Electoral Officer, Secretariat, 1st Floor Vishwakarma Bhawan, Subhash Road, Dehradun-248 001 in due time as prescribed in tender document.
2. Technical Bid for empanelment of agencies, shall contain the qualification criteria and supporting document & technical compliance to the specification.

IV-Award of Work

1. Empanelment does not guarantee that work will be provided to agency necessarily.
2. Work will be allotted to the empaneled agency as and when required by CEO, separately as per need following due course

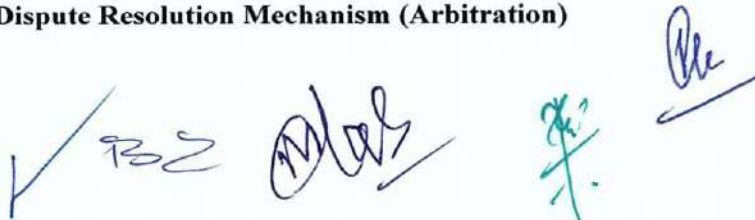
Method of Evaluation/Selection:

1. All the proposals received will be scrutinized to assess their eligibility based on the qualifying criteria/norms. Those proposals which do not meet the qualifying criteria/norms will be rejected, forthwith, or any stage of detection. The evaluation of the proposals will be done by evaluation committee formed by CEO.

VI. Payment Plan

1. The bills to be presented by the concerned agency after satisfactory compliance of the work according work order can be paid as per rule within three months.

VII-Dispute Resolution Mechanism (Arbitration)

The image shows four handwritten signatures or initials in blue and green ink. From left to right: a blue checkmark followed by 'R2', a blue signature, a green signature, and a blue signature.

The empaneled agency and Office of the Chief Electoral Officer, Uttarakhand shall endeavor their best to amicably settle all dispute arising out or in connection with the contract in the following manner: -

1. The party raising a dispute shall address to the other party, a notice requesting an amicable settlement of the dispute within (07) days of receipt of the notice or time and date in the notice or letter issued. Matter will be referred for negotiation between officer nominated by Office of the Chief Electoral Officer, Uttarakhand & authorized official of the contractor. The matter shall then be resolved between them, and the agreed course of action documented within stipulated date and time.

2. If any dispute arises out of the contract about the interpretation, meaning and breach of the team of the contract, the matter shall be referred to by the Parties to the Office of the Chief Electoral Officer, Uttarakhand who will be the state arbitrator and whose decision shall be final.

In case any dispute between the parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Dehradun and conducted in accordance with the provisions of Arbitration and Conciliations act.1996. or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each & two arbitrators shall jointly appoint the third of the presiding arbitrator The 'arbitration notice' should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other party in connection with the arbitration shall be in writing and be made as provided in this tender document. Each party shall bear the cost of preparing and presenting its case and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides. The contractor shall not be entitled to suspend the service/s in accordance with the provisions of the contract/s agreement notwithstanding the existence of any dispute between the parties or the subsistence of any arbitration or other proceedings.

4. All legal proceedings, if necessary, arises to institute may be any of the parties (Office of the Chief Electoral Officer, Uttarakhand or Contractor) shall have to be lodged in courts situated in Dehradun and not elsewhere. Jurisdiction area will be Dehradun.

5.If the terms and conditions mentioned in the tender are contradicting the terms and conditions appearing elsewhere, then it shall be at the discretion of the office of the chief electoral officer, Uttarakhand to choose the over-riding terms and conditions. In any case, the decision of Office of the Chief Electoral Officer, Uttarakhand shall be final and binding on all parties concerned.

NOTE-Preference to bidders with MSME registration by Directorate Industry, Uttarakhand

In order to participate in this Bid, MSME registration is not mandatory, any interested bidder who fulfils technical criteria as stated above can submit bid as per the rules. MSME includes all such firms in Uttarakhand which have filed Entrepreneur Memorandum Part-2 / Udyog Aadhar as Small and Micro industry with its acknowledgement duly received and the firm registered by Directorate Industry ,Uttarakhand a per the due provisions of Purchase

Handwritten signatures and initials in blue and green ink, including a large blue signature, a green signature, and several initials.

Preference Policy for Small and Mini Industries -2019 (Including Cottage , Khadi, Village industry Hand loom , Handicraft and Startup) can as per rule claim exemption for fees for Tender Fee and EMD . As per rule duly registered MSME F firms in Uttarakhand will be able to claim exemption on Tender Fee and EMD. Such firms can avail exemption benefits from Uttarakhand Procurement Rules 2017 (as amended from time to time) as well as benefit of MSME may be availed. But such registered MSME firms have to technically qualify and submit such documents for technical evaluation, failing which the firm will be technically disqualified.

Handwritten signatures in blue and green ink, including a signature that appears to be 'MSME' and another that appears to be 'MSME'.

| Application Form for Outdoor Media Flex & Vinyl Printers & Allied Agencies (Category-B) | | | | |
|--|---|---|-----------------|---------------------|
| | | | | Annexure-B-I |
| 1. | Name and Address of the agency/organization: | | | |
| 2. | Location of the Unit/Workshop: | | | |
| 3. | Telephone No.: | Website: | | |
| 4. | Name-Contact Person, LL & Mob. No. E-mail ID:(Pl. Clearly Mention) | & | What's App. No. | |
| 5. | a | Type of Legal Entity: | | |
| | b | Year of Establishment: | | |
| | c | Document for entity (Certificate of Incorporation/Partnership Deed/Self certified) | | |
| | d | SSI Registration/Udyog Adhar//Incorporation Certificate | | |
| 6. | Financial Capacity (as per the audited statements): | | | |
| | | Year | FY1 2020-21 | FY2 2021-22 |
| | a | Total Turnover | | |
| | I | CA's Certificate/ Audited Balance Sheet (2020-21 ,2021-22 ,2022-23) regd. Turn Over | | |
| | II | Copy of ITR F.Y. 2020-21 ,2021-22 ,2022-23 | | |
| | b | GSTN No.: | | |
| | c | PAN No.: | | |
| | Experience of bidder | | | |
| 7. | a | Copies of relevant work order with (reg. 3-year exp.) as required | | |
| | b | Work Order along with successful completion Certificate | | |
| | Technical Infrastructure | | | |
| 8. | a | Self-Undertaking regarding Flex-Printing & all required Setup for cat-b, with detail of P/M& infrastructure UPS, Broadband, etc. required. | | |
| | a | D.D. of Rs. 500.00 In the Favour of Chief Electoral Officer, Uttarakhand | | |
| 9. | b | affidavit ON ANNEXURE-A, duly attested by notary that his/her firm is not. debarred/blacklisted/ banned by any govt. department/organization. | | |
| 10 | Declaration | | | |
| | I hereby declared that all the details as per above given by me are true to the best of my knowledge & belief, in case above detail or any information provided by me found false, my tender will be cancelled & I also be declared that even after my engagement, If anything/information found false than CEO, Uttarakhand may be terminated my tender. | | | |

Declaration: We accept all terms and conditions, as mentioned in the tender above & shall be binding upon us. -

Signature of the vendor.

SIGN AND SEAL OF THE BIDDER

Affidavit

(To be submitted on non-judicial stamp paper of minimum Rs 100 /- duly certified by Notary)

We, M/s. (the Bidder), (the names and addresses of the registered office) hereby certify and confirm that:

- (i) We or any of our promoter(s) / director(s) / partner(s) are not blacklisted or otherwise disqualified pursuant to any debarment proceedings by any Central or State Government, Local Government or Public Sector Undertaking in India from participating in any bidding process-----*(Date of Signing of Bidder)*.
- (vi) We are not insolvent, in receivership, bankrupt, being wound up, having our affairs administered by a court or a judicial officer, having our business activities suspended or subject of legal proceedings for any of the foregoing reason.
- (vii) We or any of our promoter(s), director(s), partner(s) and officers are not convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of *three years* preceding the commencement of the procurement process.
- (viii) There is no conflict of interest in submitting this Bid.
- (ix) We shall abide by the clauses/ conditions of Bidding Documents issued by the TIA and any amendment made thereafter.

We further confirm that, we are aware of the fact that, our Bid submitted in response of the Tender Ref. No. [*insert number & date*] for supply of [*insert the name of the Goods/subject matter of the Tender*], would be liable for rejection in case any material misrepresentation is made or discovered at any stage of Bid evaluation or thereafter during the agreement period.

Dated this Day of, 20...

Name of the Bidder

.....

Signature of the Authorized Person

.....

Name of the Authorized Person

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3- Empanelment of Vendors/Supplier for supply of merchandise item (Category-C)

Chief Electoral Officer, Uttarakhand is interested to empanel vendors for undertaking supply of a wide range of readymade/custom-made merchandise items/material in following categories for various activities/events/ contest & prize distribution ceremony that will be held during the remaining period of FY 2023-24 (February 2024 & March 2024) and 2024-25 under Systematic Voter's Education & Electoral Participation Program (SVEEP) for various activities. The empanelment period may be further extended for further one-one year based on performance, on the discretion of Chief Electoral Officer Uttarakhand

| Sub-Category(s) | Merchandise Items Notified for Vendor/Supplier (Items may be extended.) |
|------------------------|--|
| C-1-Promotional items | Promotional Items i.e. Cap, Pen, Key Ring, Badges, T-Shirt, Wrist Band, Dairies Non-Woven Bag / Jute Bag/Paper Bag Recorded DVD/Mask& other miscellaneous items etc. |
| C-2 Competition Prizes | Competition Prizes for Contest winner: Gift Articles i.e. Water Bottles, Bag Packs, Gift Mug, Track suit, Lunch Box etc. |
| C-3-Award Articles | Mementoes, Trophies, Shield, Plaques, Souvenirs, Medal etc. |

02- Interested agencies with proven experience and credentials of supply of merchandises items /material as per mentioned above must submit application(annexure-III) on prescribed tender document **on or before 29th January 2024** (Up to 1530Hrs) in sealed envelope to this office which will be opened the same date at 1630 Hrs. Sealed Envelope should clearly super scripted "**Proposal for Empanelment of Vendors/Supplier Agencies for Merchandise Items (Category -C)**". The empanelment period may be further extended for further one-one year on the basis of performance, on the discretion of Chief Electoral Officer Uttarakhand

03- The tender document can be downloaded website of from the Office of The Chief Electoral Officer, Uttarakhand www.ceo.uk.gov.in on the document fees. 500/- (Non-refundable) in form of **Demand draft issued from a Scheduled Commercial Bank** favoring Chief Electoral Officer, Uttarakhand payable at Dehradun is to be enclosed with the tender.

04- Application & Cost of document/Tender fee in the form of DD Rs. 500 INR (Non-refundable) will be entertained for only one specified category i.e. **Cat. C (1,2,3) as applied. Thus, separate forms Annexure-III-A/III-B required to be filled up for each category.**

05- Chief Electoral Officer, Uttarakhand reserves the right to annul the process or reject any or all bids at any time.







Eligibility Criteria (For Cat-C, Incl. C1, C2, C3)

1. The Firm/ Company/Agency Sole-Proprietor must be incorporated or registered in India under the relevant laws and carried business for at least three preceding years - (*Partnership Deed for firm, Certificate of Incorporation in case of Company, Self-Declaration in case of Sole-Proprietor or SSI Registration/Udyog Adhar Card*)

2. The Company/Agency Sole-Proprietor have carried similar activity during preceding three financial years. (*Work Order from Government Department/PSUs/Universities/Private Universities/Deemed Universities/Local Bodies/Autonomous Bodies/Government Agencies or Board /Quasi Government Bodies/Reputed Educational Schools/NGO/Sports and Cultural Events*)

3. The bidder's average annual turnover of last three Years is INR 5,00,00 (financial years 2020-21 ,2021-22 ,2022-23). (*Annual Balance Sheet and Profit and Loss account along with Income Tax Return of respective FY*)

4. The bidder shall have an experience and past performance of activity of supply of a wide range of readymade/custom-made merchandise items/material in following categories for various activities/events/ contest & prize distribution ceremony /Other similar works during preceding three financial years in any as given below:

- Three similar completed works of amount not less than Rs.0.40 lacs each. (INR-40,000/-)
- Two similar completed works of amount not less than Rs. 0.6 Lac each. (INR-60,000)
- One similar completed work of amount not less than Rs. 1.2 lacs

(*Work Order from Government Department/PSUs/Universities/Private Universities/Deemed Universities/Local Bodies/Autonomous Bodies/Government Agencies or Board /Quasi Government Bodies/Private and Deemed Universities /Reputed private Schools/Schools/NGO/Sports and Cultural Events and Completion Certificate from the concerned department or unit*)

5. An Affidavit on Non-Judicial Stamp Paper of INR 100 to be submitted by prospective bidder with an undertaking of being not blacklisted or debarred by any of the Govt. Department/Organization and bidder is not insolvent.

6. The bidder must have valid PAN No. GSTIN No (Copy of PAN Card and GSTIN

7. **Self-undertaking regarding complete & proper printing setup/solution/arrangement for printing of logo/slogan/text messages on merchandise items within prescribed time & with quality norms.**

A bidder must fulfill all the criteria mentioned above in Para-I (Eligibility Criteria), failing which bidder shall not be considered for opening of Financial Bid

II. Other Terms and Conditions:

1. Empanelment does not guarantee that work will be provided to agency necessarily.
2. Work will be allotted to the empaneled agency separately as per need following due course.
3. The agency will be responsible for collecting the manuscript, photographs, CD & DVD, sample items, and other material free of charges for preparation of designs, printing, proofreading, editing etc. as per direction of CEO, Uttarakhand will be responsibility of agency to return this material in time.





4. Failing to submit the EOI in the prescribed format would result in disqualification of the agency and no further request would be entertained. Incomplete applications will not be entertained & liable to be rejected.
5. CEO, Uttarakhand will issue advertisement/notices through departmental website/e-mail regarding printing job as per its requirement from time-to-time. Desirous empaneled agencies may apply at the time of advertisement/notice.
6. CEO, Uttarakhand will not pay any advance for any job. Payment will be made only after satisfactory completion of Job & submission of proper bill(s).
7. The chief electoral officer, Uttarakhand reserve all right including copy rights over all the printing /designing jobs related to the CEO, Uttarakhand. Use of such material without the knowledge of CEO, Uttarakhand is strictly prohibited.
8. The agency will also provide & final copy of the designing/printing job (ready to print form) to the CEO, Uttarakhand just after completion of job.
9. Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security of INR 20,000/-. A Bid security instrument shall necessarily accompany the technical bid. Bid security may be given in the form of a Demand Draft/FDR/TDR from Scheduled Commercial Bank) or the bid security must remain valid thirty days beyond the original or extended validity period of the bid
10. The successful bidders empaneled for any of categories Bid Security shall be Converted in Performance Security in form of FDR/TDR for the empaneled period. The bid security of unsuccessful bidders shall be refunded soon after empanelment of successful bid and signing of Agreement and submitting performance security.
11. CEO may cancel the order if the required items are not supplied in time or do not meet the specification envisaged by the CEO.
12. The above-mentioned eligibility criteria & terms & conditions may be changed/ altered/modify/relaxed to suit the requirements of the CEO, Uttarakhand from time to time or before giving job order.
13. Validity date for bid is 90 days
14. Agencies once empaneled, shall have to promptly reply to all the enquiries, execute orders as per the order terms of CEO and keep the office informed of new products/developments/innovations/ideas that shall help reduce the cost and improve quality, reliability.
15. The Agency should not assign or sublet the empanelment or any part of it to any other agency in any form. Failure to do so shall result in termination of empanelment.
16. Unsigned or incomplete tender document without indexing & numbering of all pages will not be entertained.
17. Pl. Check the document/enclosures as per checklist enclosed before submission the bid, please affix your agency/firm/company seal with authorized signature on every page of the tender document.
18. All registered firms are expected to maintain absolute integrity, follow a decent standard of business ethics, and do nothing unbecoming of a registered supplier.
19. CEO has all the rights reserved to add/delete/alter any of the items.
20. Supply/Delivery of goods/material in prescribed time & FOR as will be specified in the work order of Chief Electoral Officer, Uttarakhand, will be responsibility of the agency.
21. Specification & Quantity of the items required, will be provided to qualified agency with work-order.
22. If after the supply of material/work executed, it is discovered that the material supplied/work executed is not according to the specification accepted, such supply/work will be rejected at the supplier cost. They will have to supply materials/work exactly according to the specification and in the event of non-compliance the condition, CEO will be at liberty to take such action as it deems fit.
23. Any dispute arising out of this acceptance shall be referred to for "Arbitration" as enclosed in tender document.

III-Mode of Submission: -

1. The bidders shall have to submit their bid document in hard copies i.e. offline/manual submission by speed post/courier or by hand in the office of the Chief Electoral Officer, Secretariat, 1st Floor Vishwakarma Bhawan, Subhash Road, Dehradun-248 001 in due time as prescribed in tender document.
2. Technical Bid for empanelment of agencies, shall contain the qualification criteria and supporting document & technical compliance to the specification.

IV-Award of Work

1. Empanelment does not guarantee that work will be provided to agency necessarily.
2. Work will be allotted to the empaneled agency as and when required by CEO, separately as per need following due course.

V Method of Evaluation/Selection:

1. All the proposals received will be scrutinized to assess their eligibility based on the qualifying criteria/norms. Those proposals which do not meet the qualifying criteria/norms will be rejected, forthwith, or any stage of detection. The evaluation of the proposals will be done by evaluation committee formed by CEO.

VI.Payment Plan

1. The bills to be presented by the concerned agency after satisfactory compliance of the work according work order can be paid as per rule within three months.

VII-Dispute Resolution Mechanism (Arbitration)

The empaneled agency and Office of the Chief Electoral Officer, Uttarakhand shall endeavor their best to amicably settle all dispute arising out or in connection with the contract in the following manner: -

1. The party raising a dispute shall address to the other party, a notice requesting an amicable settlement of the dispute within (07) days of receipt of the notice or time and date in the notice or letter issued. Matter will be referred for negotiation between officer nominated by Office of the Chief Electoral Officer, Uttarakhand & authorized official of the contractor. The matter shall then be resolved between them, and the agreed course of action documented within stipulated date and time.
2. If any dispute arises out of the contract about the interpretation, meaning and breach of the team of the contract, the matter shall be referred to by the Parties to the Office of the Chief Electoral Officer, Uttarakhand who will be the state arbitrator and whose decision shall be final.
3. In case any dispute between the parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Dehradun and

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conducted in accordance with the provisions of arbitration and conciliations act.1996. or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each & two arbitrators shall jointly appoint the third of the presiding arbitrator The 'arbitration notice' should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other party in connection with the arbitration shall be in writing and be made as provided in this tender document. Each party shall bear the cost of preparing and presenting its case and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides. The contractor shall not be entitled to suspend the service/s in accordance with the provisions of the contract/s agreement notwithstanding the existence of any dispute between the parties or the subsistence of any arbitration or other proceedings.

4. All legal proceedings, if necessary arises to institute may be any of the parties (Office of the Chief Electoral Officer, Uttarakhand or Contractor) shall have to be lodged in courts situated in Dehradun and not elsewhere. Jurisdiction area will be Dehradun.
5. If the terms and conditions mentioned in the tender are contradicting the terms and conditions appearing elsewhere, then it shall be at the discretion of the office of the chief electoral officer, Uttarakhand to choose the over-riding terms and conditions. In any case, the decision of Office of the Chief Electoral Officer, Uttarakhand shall be final and binding on all parties concerned.

NOTE-Preference to bidders with MSME registration by Directorate Industry, Uttarakhand

In order to participate in this Bid, MSME registration is not mandatory, any interested bidder who fulfils technical criteria as stated above can submit bid as per the rules. MSME includes all such firms in Uttarakhand which have filed Entrepreneur Memorandum Part-2 / Udyog Aadhar as Small and Micro industry with its acknowledgement duly received and the firm registered by Directorate Industry ,Uttarakhand a per the due provisions of Purchase Preference Policy for Small and Mini Industries -2019 (Including Cottage , Khadi, Village industry Hand loom , Handicraft and Startup) can as per rule claim exemption for fees for Tender Fee and EMD . As per rule duly registered MSME F firms in Uttarakhand will be able to claim exemption on Tender Fee and EMD. Such firms can avail exemption benefits from Uttarakhand Procurement Rules 2017 (as amended from time to time) as well as benefit of MSME may be availed. But such registered MSME firms have to technically qualify and

submit such documents for technical evaluation, failing which the firm will be technically disqualified.

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| Application Form for Vendor/Supplier of Merchandise Items(Category-C) | | | | |
|--|---|--|-----------------------------|------------------------------|
| Annexure-III-A | | | | |
| 1. | Name and Address of the agency/organization: | | | |
| 2. | Location of the Unit/Workshop: | | | |
| 3. | Telephone No.: | Website: | | |
| 4. | Name-Contact Person, LL & Mob. No. E-mail ID:(Pl. Clearly Mention) | & | What's App. No. | |
| 5. | a | Type of Legal Entity: | | |
| | b | Year of Establishment: | | |
| | c | Document for entity (Certificate of Incorporation/Partnership Deed/Self certified) | | |
| | d | SSI Registration/Udyog Adhar//Incorporation Certificate | | |
| 6. | Financial Capacity (as per the audited statements): | | | |
| | | Year | FY1 2020-21 | FY2 2021-22 |
| | a | Total Turnover | | |
| | I | CA's Certificate/ Audited Balance Sheet (2020-21 ,2021-22 ,2022-23) regd. Turn Over | | |
| | II | Copy of ITR F.Y. 2020-21 ,2021-22 ,2022-23 | | |
| | b | GSTN No. : | | |
| | c | PAN No. : | | |
| 7. | Experience of bidder | | | |
| | a | Copies of relevant work order with (reg. 3-year exp.) as required | | |
| | b | Work Order along with successful completion Certificate | | |
| | Technical Infrastructure | | | |
| | a | Self-undertaking regarding complete & proper printing setup/solution/arrangement for printing of logo/text on merchandise items. | | |
| 8. | | Pl. Select & Mark Tick Sub-Category(s), whichever is/are applicable & Mark Cross(X), whichever is/are not applicable , under Cat-C | C-1 Promotional Items | C-2 Gift/Prize Article |
| | a | D.D. of Rs. 500.00 In the Favour of Chief Electoral Officer, Uttarakhand | | |
| | 3. | A affidavit ON ANNEXURE-A, duly attested by notary that his/her firm is not debarred/blacklisted/ banned by any govt. department/organization. | | |
| 11. | Declaration | | | |
| | I hereby declared that all the details as per above given by me are true to the best of my knowledge & belief, in case above detail or any information provided by me found false, my tender will be cancelled & I also be declared that even after my engagement, If anything/information found false than CEO, Uttarakhand may be terminated my tender. | | | |

Declaration: We accept all terms and conditions, as mentioned in the tender above & shall be binding upon us.-

Signature of the vendor.

SIGN AND SEAL OF THE BIDDER

DATE:

MBS *mlad*

[Handwritten mark]

[Handwritten signature]

Affidavit

(To be submitted on non-judicial stamp paper of minimum Rs 100 /- duly certified by Notary)

We, M/s. (the Bidder), (the names and addresses of the registered office) hereby certify and confirm that:

- (I) We or any of our promoter(s) / director(s) / partner(s) are not blacklisted or otherwise disqualified pursuant to any debarment proceedings by any Central or State Government, Local Government or Public Sector Undertaking in India from participating in any bidding process-----
(Date of Signing of Bidder).
- (II) We are not insolvent, in receivership, bankrupt, being wound up, having our affairs administered by a court or a judicial officer, having our business activities suspended or subject of legal proceedings for any of the foregoing reason
- (III) We or any of our promoter(s), director(s), partner(s) and officers are not convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of *three years* preceding the commencement of the procurement process.
- (IV) There is no conflict of interest in submitting this Bid.]
- (V) We shall abide by the clauses/ conditions of Bidding Documents issued by the TIA and any amendment made thereafter.

We further confirm that, we are aware of the fact that, our Bid submitted in response of the Tender Ref. No. [*insert number & date*] for supply of [*insert the name of the Goods/subject matter of the Tender*], would be liable for rejection in case any material misrepresentation is made or discovered at any stage of Bid evaluation or thereafter during the agreement period.

Dated this Day of, 20...

Name of the Bidder

.....

Signature of the Authorized Person

Name of the Authorized Person



4- Empanelment of Agencies/Firms for Audio Visual and Digital Media.

Chief Electoral Officer, Uttarakhand is interested in empaneling vendors for Audio -Visual Media and Digital Media in following categories for Voter awareness and awareness of electoral process and participation in forthcoming Lok Sabha elections. The empanelment is for remaining period of FY 2023-24 (February 2024 & March 2024) and 2024-25 under Systematic Voter's Education & Electoral Participation Program (SVEEP) for various activities. The empanelment period may be further extended for further one-one year on the basis of performance, on the discretion of Chief Electoral Officer Uttarakhand

AV content having voice and/or video media. Includes but not limited to Television Commercials, Documentary Films, Promotional TV Serials, Audio Spots/Jingles, Video Spots, Sponsored Radio Programs, Animated Films, Augmented Reality content.

| Sub-Category(s) | Empanelment of Agencies/Firms for Audio Visual and Digital Media. |
|------------------------|--|
| D-1-Radio | Radio Spot: Radio spot in the form of Script, Messages, Lyrics, Jingle to be running on AM/FM RJ Mentions: Radio Jockeys Radio Magazine- discussions, interviews, reviews, music, and feedback., Creative Agency shall be responsible for complete end to end process from conceptualization to Script writing to subsequent audio production and delivery. These jingles |
| D-2 Television | <ul style="list-style-type: none"> • TV Spot (60 seconds, 40 seconds and 30 seconds) in form of Storyboard/ Script, Messages, Lyrics, Jingle, Graphics, Animation, fresh shoot, etc. • Talk Shows/ Half Hour Specials • Television Commercials (TVCs), • Documentary Films and Promotional TV Serials, etc. • Conceptualization & production of short films • Interviews, testimonial videos, Documentaries, Success stories and other such Avs • Animation, 3D character animation, all kinds of graphics, The production in this category may include script, detailed shot by-shot storyboard (for Video-spots), location, travel (if required), models, anchors, shooting, editing, titling/sub-titling text, music, voiceover, background effects, special effects, et |
| D-3- Digital Media | <ul style="list-style-type: none"> • Theme based animated films. • Graphic images /Caricatures • Photo Ad (Have text or headline and link description, call-to-action button like send message or visit. • Video Ad (Video ad options range from short mobile video ads designed to be watched on desktop/mobile devices.) • Carousel ads: A carousel ad can have up to 10 images or video. All are in one ad. |

| | |
|--|--|
| | <ul style="list-style-type: none"> • Collection ads: Collection ads feature a cover images or video plus several product shots. Clicking on the ad directs the user to an Instant Experience • Animation, 3D character animation, all kinds of graphics, • Google Ads – <ul style="list-style-type: none"> ❖ Google Search Ads ❖ Text Ads on Google Search Results • Google Display Ads – Image/Video and Data Driven Format Ads on Websites & Apps <ul style="list-style-type: none"> ❖ Video on YouTube ❖ In-App Advertising Policy <p>Content Creation</p> <ul style="list-style-type: none"> ❖ Videos – Long and Short ❖ Live Streaming Videos ❖ Image Ads – Static, GIF ❖ Responsive Format to advertise directly from Web Pages ❖ Blogs/Articles ❖ Infographics |
|--|--|

02- Interested agencies with proven experience and credentials of supply of merchandises items /material as per mentioned above must submit application(annexure-III) on prescribed tender document **on or before 29th January 2024** (Up to 13:00Hrs) in sealed envelope to this office which will be opened the same date at 15:00 Hrs. Sealed Envelope should clearly super scripted "**Proposal for Empanelment of Audio Visual and Digital Media Agencies (Category –D)**"

03- The tender document can be downloaded website of from the Office of The Chief Electoral Officer, Uttarakhand www.ceo.uk.gov.in on the document fees. 500/- (Non-refundable) in form of **Demand draft issued from a Scheduled Commercial Bank** favoring Chief Electoral Officer, Uttarakhand payable at Dehradun is to be enclosed with the tender.

04- Application & Cost of document/Tender fee in the form of DD Rs. 500 INR (Non-refundable) will be entertained for only one specified category i.e. **Cat. D (1,2,3) as applied. Thus, separate forms Annexure-D-I/II-B required to be filled up for each category.**

05- Chief Electoral Officer, Uttarakhand reserves the right to annul the process or reject any or all bids at any time.



I. Eligibility Criteria (For Cat-D, Incl. D1,D2,D3)

1. The Firm/ Company/Agency Sole-Proprietor must be incorporated or registered in India under the relevant laws and carried business for at least three preceding years - (*Partnership Deed for firm, Certificate of Incorporation in case of Company, Self-Declaration in case of Sole-Proprietor or SSI Registration/Udyog Adhar Card*)

2 The Company/Agency Sole-Proprietor have carried similar activity during preceding three financial years. (*Work Order from Government Department/PSUs/Universities/Private Universities/Deemed Universities/Local Bodies/Autonomous Bodies/Government Agencies or Board /Quasi Government Bodies/Reputed Educational Schools/NGO/Sports and Cultural Events*)

3. The bidder's average annual turnover of last three Years is INR 10,00,000 (financial years 2020-21 ,2021-22 ,2022-23). (*Annual Balance Sheet and Profit and Loss account along with Income Tax Return of respective FY*)

4. The bidder shall have an experience and past performance of activity Communication Services, IEC, BCC, Outdoor promotion services, Social Media Management, Digital Promotion, Public Relations, IEC, Audio Visual Production /Theme based animated films Graphic images /Caricatures/Photo Ad their similar works during preceding three financial years in any as given below:

- Three similar completed works of amount not less than Rs 02 lacs each. (INR-2,00,000/-)
- Two similar completed works of amount not less than Rs. 3.00 Lac each. (INR-3,00,000)
- One similar completed work of amount not less than Rs. 6.00 lacs

(Execution of at least one comprehensive Outreach media management/event management project for any Central Government/State Government *Department/PSUs/Universities/Private Universities/Deemed Universities/Local Bodies/Autonomous Bodies/Government Agencies or Board /Quasi Government Bodies/Private and Deemed Universities /Reputed private Schools/Schools/NGO/Sports and Cultural Events or for any reputed private company*. Ongoing project of year 2023-24 will also be considered but progress completed should not be of value less 6.00 Lac *and Completion Certificate from the concerned department or unit*)

5. An Affidavit on Non-Judicial Stamp Paper of INR 100 to be submitted by prospective bidder with an undertaking of being not blacklisted or debarred by any of the Govt. Department/Organization and bidder is not insolvent.

6. The bidder must have valid PAN No. GSTIN No (Copy of PAN Card and GSTIN

7. Self-undertaking regarding complete & proper Proof of ownership or tie ups of production facilities.

A bidder must fulfill all the criteria mentioned above in Para-I (Eligibility Criteria), failing which bidder shall not be considered for opening of Financial Bid



II. Other Terms and Conditions:

1. Empanelment does not guarantee that work will be provided to agency necessarily.
2. Work will be allotted to the empaneled agency separately as per need following due course.
3. The agency will be responsible for collecting the manuscript, photographs, CD & DVD, sample items, and other material free of charges for preparation of designs, printing, proofreading, editing etc. as per direction of CEO, Uttarakhand will be responsibility of agency to return this material in time.
4. Failing to submit the EOI in the prescribed format would result in disqualification of the agency and no further request would be entertained. Incomplete applications will not be entertained & liable to be rejected
5. CEO, Uttarakhand will issue advertisement/notices through departmental website/e-mail regarding printing job as per its requirement from time-to-time. Desirous empaneled agencies may apply at the time of advertisement/notice.
6. CEO, Uttarakhand will not pay any advance for any job. Payment will be made only after satisfactory completion of Job & submission of proper bill(s).
7. The chief electoral officer, Uttarakhand reserve all right including copy rights over all the printing /designing jobs related to the CEO, Uttarakhand. Use of such material without the knowledge of CEO, Uttarakhand is strictly prohibited.
8. The agency will also provide & final copy of the designing/printing job (ready to print form) to the CEO, Uttarakhand just after completion of job.
9. Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security of INR 20,000/-. A Bid security instrument shall necessarily accompany the technical bid. Bid security may be given in the form of a Demand Draft/FDR/TDR from Scheduled Commercial Bank) or the bid security must remain valid thirty days beyond the original or extended validity period of the bid.
10. The successful bidders empaneled for any of categories Bid Security shall be Converted in Performance Security in form of FDR/TDR for the empaneled period. The bid security of unsuccessful bidders shall be refunded soon after empanelment of successful bid and signing of Agreement and submitting performance security.

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11. CEO may cancel the order if the required items are not supplied in time or do not meet the specification envisaged by the CEO.

12. The above-mentioned eligibility criteria & terms & conditions may be changed/ altered/modify/relaxed to suit the requirements of the CEO, Uttarakhand from time to time or before giving job order.

13. Validity date for bid is 90 days

14. Agencies once empaneled, shall have to promptly reply to all the enquiries, execute orders as per the order terms of CEO and keep the office informed of new products/developments/innovations/ideas that shall help reduce the cost and improve quality, reliability.

15. The Agency should not assign or sublet the empanelment or any part of it to any other agency in any form. Failure to do so shall result in termination of empanelment.

16. Unsigned or incomplete tender document without indexing & numbering of all pages will not be entertained.

17. Pl. Check the document/enclosures as per checklist enclosed before submission of the bid, please affix your agency/firm/company seal with authorized signature on every page of the tender document.

18. All registered firms are expected to maintain absolute integrity, follow a decent standard of business ethics, and do nothing unbecoming of a registered supplier.

19. CEO has all the rights reserved to add/delete/alter any of the items.

20. Supply/Delivery of goods/material in prescribed time & FOR as will be specified in the work order of Chief Electoral Officer, Uttarakhand, will be responsibility of the agency.

21. Specification & Quantity of the items required, will be provided to qualified agency with work-order.

22. If after the supply of material/work executed, it is discovered that the material supplied/work executed is not according to the specification accepted, such supply/work will be rejected at the supplier cost. They will have to supply materials/work exactly according to the specification and in the event of non-compliance with the condition, CEO will be at liberty to take such action as it deems fit.



23. Any dispute arising out of this acceptance shall be referred to for "Arbitration" as enclosed in tender document.

24. Agency undertakes to comply with the rules and regulations stipulated in the Information Technology (Intermediary Guidelines and Digital Media Ethics Code) Rule, 2021 and Information Technology Act, 2020, and other extant laws of the land.

25. The Agency will also ensure that all the creations submitted by them to the Office of CEO Uttarakhand are free of copyright and Intellectual Property Rights encumbrances and any error and omission in this matter shall be sole responsibility of the Agency. The Agency shall indemnify the Office of CEO Uttarakhand and user departments against all third-party claims of such infringement of patent, trademark/copyrights arising from these services or any part thereof. Office of CEO Uttarakhand stand indemnified from any claims that the agency's manpower may opt to have towards the discharge of their duties in the fulfilment of the work orders.

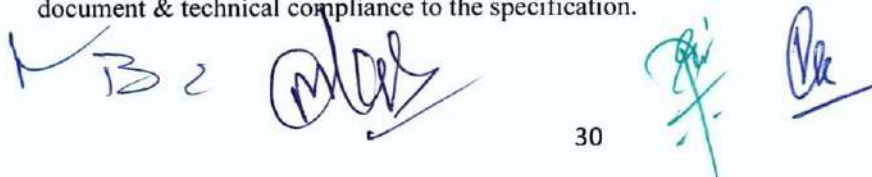
26. Entire Data & the Intellectual property generated from the activity will be owned fully by Office of CEO Uttarakhand. All the real and virtual creations will be the property of Office of CEO Uttarakhand and Intellectual Property Rights will vest with Office of CEO Uttarakhand

27. After empanelment, the agency awarded any Contract, during the complete Contract period of the said assignment the agency/individual.

- ❖ The Agency or individuals working for the agency should not be associated or affiliated with any political parties/ Candidates across the country during this contract period. They should not even accept work orders from any political parties or any candidates across the country during the contract period.
- ❖ The empaneled agency shall also not get associated directly or indirectly with the opinion/ exit poll surveys etc., across the country during the period of contract.
- ❖ Agency/individuals working with the agency should not share any data with any Individual/ Organization without explicit approval of election department.
- ❖ Agency should ensure and take all required measures to protect the Data Privacy, Data Confidentiality, Data Security, and the digital security of the equipment used for this specific assignment.

III-Mode of Submission: -

1. The bidders shall have to submit their bid document in hard copies i.e. offline/manual submission by speed post/courier or by hand in the office of the Chief Electoral Officer, Secretariat, 1st Floor Vishwakarma Bhawan, Subhash Road, Dehradun-248 001 in due time as prescribed in tender document.
2. Technical Bid for empanelment of agencies, shall contain the qualification criteria and supporting document & technical compliance to the specification.



IV-Award of Work

1. Empanelment does not guarantee that work will be provided to agency necessarily.
2. Work will be allotted to the empaneled agency as and when required by CEO, separately as per need following due course.

V. Method of Evaluation/Selection:

1. All the proposals received will be scrutinized to assess their eligibility based on the qualifying criteria/norms. Those proposals which do not meet the qualifying criteria/norms will be rejected, forthwith, or any stage of detection. The evaluation of the proposals will be done by evaluation committee formed by CEO.

VI. Payment Plan

3. The bills to be presented by the concerned agency after satisfactory compliance of the work according work order can be paid as per rule within three months.

VII-Dispute Resolution Mechanism (Arbitration)

The empaneled agency and Office of the Chief Electoral Officer, Uttarakhand shall endeavor their best to amicably settle all dispute arising out or in connection with the contract in the following manner: -

1. The party raising a dispute shall address to the other party, a notice requesting an amicable settlement of the dispute within (07) days of receipt of the notice or time and date in the notice or letter issued. Matter will be referred for negotiation between officer nominated by Office of the Chief Electoral Officer, Uttarakhand & authorized official of the contractor. The matter shall then be resolved between them and the agreed course of action documented within stipulated date and time.
2. If any dispute arises out of the contract about the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Office of the Chief Electoral Officer, Uttarakhand who will be the state arbitrator and whose decision shall be final.
3. In case any dispute between the parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Dehradun and conducted in accordance with the provisions of arbitration and conciliations act.1996. or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each & two arbitrators shall jointly appoint the third of the presiding arbitrator The 'arbitration notice should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such

disputes to arbitration as provided herein, request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other party in connection with the arbitration shall be in writing and be made as provided in this tender document. Each party shall bear the cost of preparing and presenting its case and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the parties unless the award otherwise provides. The contractor shall not be entitled to suspend the service/s in accordance with the provisions of the contract/s agreement notwithstanding the existence of any dispute between the parties or the subsistence of any arbitration or other proceedings.

4. All legal proceedings, if necessary arises to institute may be any of the parties (Office of the Chief Electoral Officer, Uttarakhand or Contractor) shall have to be lodged in courts situated in Dehradun and not elsewhere. Jurisdiction area will be Dehradun.
5. If the terms and conditions mentioned in the tender are contradicting the terms and conditions appearing elsewhere, then it shall be at the discretion of the office of the chief electoral officer, Uttarakhand to choose the over-riding terms and conditions. In any case, the decision of Office of the Chief Electoral Officer, Uttarakhand shall be final and binding on all parties concerned.

The image shows four handwritten signatures in blue ink. From left to right: the first is a stylized signature starting with 'R'; the second is a signature that appears to be 'MAS'; the third is a signature with a large 'X' or 'Z' shape; and the fourth is a signature that appears to be 'lee'.

| <u>Application Form for Audio-Video and Electronic /Digital Media</u> | | | | | |
|--|--|--|----------------|-------------------|----------------|
| <u>(Category-D)</u> | | | | | |
| <u>Annexure-D-I</u> | | | | | |
| 1. | Name and Address of the agency/organization: | | | | |
| 2. | Location of the Unit/Workshop: | | | | |
| 3. | Telephone No.: | Website: | | | |
| 4. | Name-Contact Person, LL & Mob. No. & What's App. No. E-mail ID:(Pl. Clearly Mention) | | | | |
| 5. | a | Type of Legal Entity: | | | |
| | b | Year of Establishment: | | | |
| | c | Document for entity (Certificate of Incorporation/Partnership Deed/Self certified) | | | |
| | d | SSI Registration/Udyog Adhar//Incorporation Certificate | | | |
| 6. | Financial Capacity (as per the audited statements): | | | | |
| | | Year | FY1 2020-21 | FY2 2021-22 | FY3 2022-23 |
| | a | Total Turnover | | | |
| | I | CA's Certificate/ Audited Balance Sheet (2020-21 ,2021-22 ,2022-23) regd. Turn Over | | | |
| | II | Copy of ITR F.Y. 2020-21 ,2021-22 ,2022-23 | | | |
| | b | GSTN No.: | | | |
| | c | PAN No.: | | | |
| | d | | | | |
| 7 | Experience of bidder (Separate for D-1,D-2,D-3) | | | | |
| | a | Copies of relevant work order with (reg. 3-year exp.) as required | | | |
| | b | Work Order along with successful completion Certificate | | | |
| | Technical Infrastructure | | | | |
| | a | Self-undertaking regarding complete & proper printing setup/solution/arrangement for printing of logo/text on merchandise items. | | | |
| 8 | | Pl. Select & Mark Tick Sub-Category(s), whichever is/are applicable & Mark Cross(X), whichever is/are not applicable , under Cat-C | D-1 Radio | D-2 Television | D-3 Digital |
| | a | D.D. of Rs. 500.00 In the Favour of Chief Electoral Officer, Uttarakhand | | | |
| | 5. | A affidavit ON ANNEXURE-A, duly attested by notary that his/her firm is not debarred/blacklisted/ banned by any govt. department/organization. | | | |
| | | 9) | | | |

BOE

mlas

[Signature]

[Signature]

| | |
|-----|--|
| 11. | <p style="text-align: center;">Declaration</p> <p>I hereby declared that all the details as per above given by me are true to the best of my knowledge & belief, in case above detail or any information provided by me found false, my tender will be cancelled & I also be declared that even after my engagement, If anything/information found false than CEO, Uttarakhand may be terminated my tender.</p> |
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Declaration: We accept all terms and conditions, as mentioned in the tender above & shall be binding upon us.-

Signature of the vendor.

SIGN AND SEAL OF THE BIDDER

DATE:

A series of five handwritten signatures in black ink, arranged horizontally. The first is a simple 'n' shape. The second is a stylized 'PS' with a flourish. The third is 'mas' with a circle around the 'm' and a long underline. The fourth is a signature in green ink, possibly 'Sri'. The fifth is a signature in blue ink, possibly 'Raj'.

Affidavit

(To be submitted on non-judicial stamp paper of minimum Rs 100 /- duly certified by Notary)

We, M/s. (the Bidder), (the names and addresses of the registered office) hereby certify and confirm that:

- (x) We or any of our promoter(s) / director(s) / partner(s) are not blacklisted or otherwise disqualified pursuant to any debarment proceedings by any Central or State Government, Local Government or Public Sector Undertaking in India from participating in any bidding process-----*(Date of Signing of Bidder)*.
- (xi) We are not insolvent, in receivership, bankrupt, being wound up, having our affairs administered by a court or a judicial officer, having our business activities suspended or subject of legal proceedings for any of the foregoing reason;
- (xii) We or any of our promoter(s), director(s), partner(s) and officers are not convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of *three years* preceding the commencement of the procurement process.
- (xiii) There is no conflict of interest in submitting this Bid.
- (xiv) We shall abide by the clauses/ conditions of Bidding Documents issued by the TIA and any amendment made there after.

We further confirm that, we are aware of the fact that, our Bid submitted in response of the Tender Ref. No. *[insert number & date]* for supply of *[insert the name of the Goods/subject matter of the Tender]*, would be liable for rejection in case any material misrepresentation is made or discovered at any stage of Bid evaluation or thereafter during the agreement period.

Dated thisDay of, 20...

Name of the Bidder

.....

Signature of the Authorized Person

.....

Name of the Authorized Person

M
PSC