

Government of Rajasthan Election Department

NIB (Notice Inviting Bids)

S.No.F9(1)(7)IT/Elec./PVC/EPIC/23-24/ 302

Jaipur, Date: 10-1-24

Single Stage Two-envelopes unconditional online Bids are invited on E-Proc website/portal on behalf of the Governor of Rajasthan / Election Department, for the short-listing of "Print Service Provider for Printing & Personalizing Colour PVC Electors Photo Identity Cards (EPIC) and Printing of Voter Manual Kit" rate contract for two years for the item as listed **below up to 12.30 PM of 31-01-2024 (last date/time)**.

S. No.	Name of Article	Specifications	Quantity and Unit	Estimated Procurement Cost (Rs.)	Price of Bidding Document (Rs.)	Amount of Bid Security (Rs.)	Validity of Bid	Place of Delivery
1.	"Printing & Supply of PVC Personalized Elector's colour Photo Identity Cards (EPICs) and Printing of Voter Manual Kit Including envelope, welcome letter and user manual	As mentioned in the bid/ECI guidelines	Approx. 80 Lakh (EPIC cards and Voter Manual Kits)	700 Lakh	1000/-	2% of estimated procurement cost Rs. 14,00,000	90 days	For destination: At the stores of DEO's office (District Collectors)

1. The bid is for Rate Contract for short-listing of suppliers for the abovementioned items.
2. The Bidders may enclose the specifications, catalogue and other characteristics of the product offered. They shall also include details on their backup services offered, warranties, etc.
3. The complete Bidding Document including the Conditions of Contract, evaluation and qualification criteria and procedure, Bidding forms, designs, specifications, delivery schedule, etc. can be seen and downloaded from the website <http://sppp.rajasthan.gov.in>, www.ceorajasthan.nic.in and <http://eproc.rajasthan.gov.in>. The price of Bidding Document may be paid along with user charges/ processing fee at the time of online submission of the Bid.
4. Bids, duly signed on all pages (as mentioned in the bid document) and serially numbered, should be submitted electronically on <http://eproc.rajasthan.gov.in> by following the electronic Bid submission procedure as specified on the portal.
5. **The Bid Document Fee & Bid Security in the form of Demand Draft or Banker's cheque shall be submitted personally or deposit through e-GRAS or by post in sealed envelopes up to 31-01-2024** to the OSD Election Department, Rajasthan, Government Secretariat, Jaipur bearing "Bid for Short-listing of printers for Printing and Personalizing colour PVC Electors' Photo Identity Cards" with security features and for Printing Voter Manual Kit. It may be deposited through E-Grass.
6. RISL Processing Fee: Rs. 1000/- (Rupees one thousand only) in form of Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur" and bid document fee, Bid Security fee in form of DD/Banker's cheque in favour of "CEO, Rajasthan" payable at "Jaipur".

Handwritten signature/initials

7. Bids received after the specified time and date shall not be accepted. Off-line bids shall not be entertained.
8. Bids have been invited electronically, the procedure for submission of Bids including payment of price of Bidding Document, user charges/ processing fee, Bid Security, etc. shall be as provided on the State e-Procurement Portal <http://eproc.rajasthan.gov.in>
9. The **Technical Bids shall be opened on 31-01-2024 at 03:00 PM** in the office of OSD, Election Department, Jaipur.
10. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
11. The Bidders shall have to submit/upload a valid 'GST' registration and 'GST' return of last year and the 'PAN' issued by Income Tax Department.
12. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).



OSD

Election Department, Food Building, Secretariat
Jaipur (Rajasthan) - 302005 India



2023

**ELECTION DEPARTMENT,
RAJASTHAN, JAIPUR**

Bid Document for Rate Contract

[Single Stage Two Envelope (Two Parts)]

**Through e-Procurement Method "Print Service
Providers for Printing & Personalizing Colour PVC
Electors Photo Identity Cards (EPIC) and Printing of
Voter Manual Kit" based on Open Competitive
Bidding Process**

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Important Instructions

1. The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Public Procurement Rules, 2013” [hereinafter called the Rules] under the said Act have come into force which is available on the website of State Public Procurement Portal <http://sppp.rajasthan.gov.in>. Therefore, the Bidders are advised to acquaint themselves with the provisions of the Act and the Rules along with amendments before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding Document, the provisions of the Act and the Rules shall prevail.

2. Bidders are advised to thoroughly read the bidding document and by signing this document, they submit unconditional acceptance to all the terms & conditions of the bidding document without any deviations.

3. Each page of the Bid Document should be digitally signed as a token of acceptance of bid by the authorized signatory or bidder. Thereafter the digitally signed bid should be uploaded on the e-Proc website/portal on or before date/time. The PE/RISL is not responsible for any delay or not able to submit the bid in time by bidder due to any technical or non-technical reason whatsoever.

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ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012)
ARO	Assistant Returning Officer
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
AV	Audio-Video
BG	Bank Guarantee
BDS	Bid Data Sheet
Bid/ eBid/Tender/RFP	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format, bidding document (e-Proc and manual), Request For Proposal and tender document
Bid Evaluation Committee (BEC)	Alias Departmental Purchase Committee (DPC) duly constituted by the Department for opening received bids and evaluate the bids till agreement is executed.
Bid Security/EMD	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder/Tenderer/TSP	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor or consortium with other firms as per qualification laid herein, participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
Cards	PVC Cards
CEO	Chief Election Officer
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. CEO, Govt. of Rajasthan in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful short-listed.
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order till its successful of Operations & Maintenance Services after successful commissioning of the project (one time job) as per bidding document.
Day	A calendar day as per GoR/ Gol
DEO	District Election Officer (Collector of District)
DPC	Alias Bid Evaluation Committee (BEC) duly constituted by the Department for opening received bids and evaluate the bids till agreement is executed and placing award of contract.
ED	Election Department, Secretariat, Rajasthan, Jaipur headed by the Chief Electoral Officer
ETDC	Electronic Testing & Development Centre
eProc/e-Proc Website	State e-Procurement Website/Portal i.e. http://eproc.rajasthan.gov.in
EPIC	Elector's Photo Identity Card
ERO	Electoral Registration Officer
FOR/ FOB	Free on Road or Freight on Road
Gol/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
ICT	Information and Communication Technology.
IFB/NIT/NIB	Invitation for Bids or Notice Inviting Tenders or Notice Inviting Bidders (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
In Writing	Communicated in writing form through letter, fax, email etc.
ISI	Indian Standards Institution
ISO	International Organization for Standardization
IT	Information Technology
ITB	Instruction to Bidders
JV/Consortium/Association	Joint Venture or Consortium or Association of Bidders participating in the bid
LD	Liquidated Damages
LoI	Letter of Intent
Lowest Bidder/Bidders	Short-listing of bidders up to 3 (max.) who have participated in the bid online and quoted / agree to supply items on the financially lowest price (technically qualified) during the contract period.
NCB	A bidding process in which qualified bidders only from within India are allowed to participate

NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
Personalization	Printing of Electors' details such as Photo, Name, Relation, Relative Name, DoB, Gender, Address, AC, Part Number etc. with ERO Signature on PPPVC EPIC as per ECI guidelines/SoW and E-Roll Data
PBQ	Pre Bid Query(ies)
PVC	Poly Vinyl Chloride (PVC)
PPPVC EPIC	Pre-Printed PVC EPIC card is Pre-Personalized or Non-Personalized PPPVC EPIC card
PBG/Security Money	Performance Bank Guarantee
PC	Procurement / Purchase Committee
PQ/EC	Pre-Qualification bid criteria/Eligibility criteria
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement / Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer.
RISL	RajCOMP Info Services Limited, Yojana Bhavan, Tilak Marg, Jaipur.
RISL processing fee	As per the prevalent rates notified by RISL. Bidders are advised to go through the circular issued.
RFP	Request For Proposals
RO	Returning Officer
RTPP Rules	Rajasthan Transparency in Public Procurement Rules-2013 correlated with Act-2012
GST	Goods and services Tax
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
Singular/Plural	If the context so requires singular means plural and vice versa.
Signed Document	Signed Document using electronic Digital Signature Certificate (DSC)
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SSDG	State Services Delivery Gateway
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.rajasthan.gov.in
STQC	Standardisation Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
Successful Bidders	Short-listing of up to 3 bidders (max.) who have participated in the bid online and quoted / agree to supply items on the financially lowest price (technically qualified) during the contract period.
GSTIN	Goods and services Tax Identification Number
TPA	Third Party Auditors
Vendors/Vendors	Short-listing of up to 3 bidders (max.) who have participated in the bid online and quoted / agree to supply items on the financially lowest price (technically qualified) during the contract period.
Website of CEO, Rajasthan	http://ceorajasthan.nic.in
WO/ PO	Work Order/ Purchase Order

Government of Rajasthan

Election Department

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S.No.F9(1)(7)IT/Elec./PVC/EPIC/23-24/

Jaipur, Date:

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OSD

Election Department, Food Building, Secretariat
Jaipur (Rajasthan) - 302005 India

		Pre-Bid Queries Submission: 19-01-2024 (Office time) after which no query would be accepted & also PBQ's should be sent to the prescribed E-Mail only and not to be uploaded on E-Proc website (signed hardcopy & softcopy both should be sent through E-Mail address ceojpr-rj@nic.in). In case of repeat queries uploaded on Eproc website, these queries will not be treated responsive and will not be entertained. Pre-Bid Meeting Place: Chamber of OSD, Food Building, Secretariat, Jaipur
16	Submission of Banker's Cheque/DD for Tender Fee, Bid Security and RISL Processing Fee or through e-GRAS	Start Date: 11-01-2024 End Date: 31-01-2024 (upto 02.00 PM)
17	Date for the Submission of Bids	Manner: Online at E-Proc website: http://eProc.rajasthan.gov.in up to 31-01-2024 till 12.30 PM
18	Date/Time/Place of Technical Bid Opening	Date: 31-01-2024 Time: 3:00 PM Place: Chamber of OSD, Food Building, Secretariat, Jaipur
19	Date/Time/Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders only
20	Bid Validity	90 days from the bid submission last date of bid submission
21	Language of Bid	English/Hindi
22	Alternate Bids	Not Permitted
23	Bid Submitted	Original Bid: Unconditional and with no deviation

- 1) Bidder (authorized signatory) shall submit their offer of Technical and Financial Bid (Single Stage Two Envelops Bid - Two Parts) through E-Proc website/portal. However, DD for Bid Document Fees, Bid Security and RISL Processing Fee should be submitted physically at the office of Procurement Entity as prescribed in NIB on or before date/time
- 2) The Procurement entity reserves the complete right to cancel the bid process and reject any or all of the Bids without giving reasons thereof.
- 3) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful short-listed bidders.
- 4) Bidder (authorized signatory) shall submit their offer on-line in electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Procuring Entity as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover. DD for Tender Fees, RISL Processing Fees and Bid Security may be deposited through E-GRAS also.
- 5) for Tender Fee and RISL Processing Fee, Bid Security or through e-grass on or before the prescribed last date/time in the BDS, its bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee should be drawn in favour of "Chief Electoral Officer" and the RISL Processing Fee in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
- 6) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 7) RISL/Election Department will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well in advance so as to avoid 11th hour issues like slow internet speed, choking of web site due to heavy load or any other unforeseen problems.
- 8) Bidders are also advised to refer "Bidders Manual Kit" available at e-Proc website for further details about the e-Tendering process.
- 9) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DOIT&C on a regular basis. Bidders interested for training may contact as per details given below:
 - Contact No: 0141-4022688 (helpdesk 10AM to 6 PM on all working days),
24 x 7 Toll Free Telephonic Help Desk Number 1800-3070-2232
 - Email: eproc@rajasthan.gov.in
 - Address : e-Procurement Cell, RISL, Yojana Bhavan, Tilak Marg, C-Scheme
- 10) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 11) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 12) The provisions of RTPP Act, 2012 and Rules, 2013 thereto including amendment(s) shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act, 2012 and Rules thereto including amendment(s), the later shall prevail and ECI guidelines/directions/circulars issued in time to time.
- 13) It will be Rate Contract as per section 36 of RTPP act, 2012 and as per Rule no. 29 of RTPP Rule 2013.

Section-I

1. SCOPE OF WORK (SoW):

(a) Background -

In an effort to prevent electoral fraud, EPICs or Electoral Photo Identity Card were introduced issued by Election Commission of India in the year 1993. The work of printing and delivery of EPIC cards has been executed at the level of CEO Office in each state.

The Election Commission of India had started the scheme of issuing EPICs (Electors' Photo Identity Card) to the electors about a decade ago with an objective to ensure easy identification of the electors at the time of voting. With passage of time and in view of major advances in technology in past year, Election Commission of India, after series of discussions and brain storming sessions has decided that quality of cards, security features and other specifications can further be improved.

It has also been derived that Aadhar card has better specifications and security features, and new EPIC card can be designed on the basis of the same.

The ECI has directed that "PVC Card manufacturer and security printer"- with in-house printing on PVC sheet with security features and capacity of personalization, and proper security management to be selected.

EPIC to be supplied with prescribed security features and personalization details printed upon them.

A bid for printing of EPIC cards with Voter Manual Kit is being invited and executed by CEO office in state and the agency for production and supply of hologram will be shortlisted by separated bid and the award of contract, execution of contract, issuance of procurement orders and sanction of payments will be managed by CEO/DEO offices of the state.

As EPIC is the first formal interaction point of voters with the Commission, in order to standardize the experience and give a personalized touch to the EPIC delivery, it has been envisaged that CEOs/DEOs should hand over/deliver this kit to newly registered electors, which contains a personalized letter along with a voter guide/user manual and voters' pledge.

Therefore, ECI has directed that EPIC cards will be send to each voter in designed multicolour envelope with welcome letter and Voters Manual. Therefore, EPIC card printers should also manage facility of offset printing so that EPIC cards will be delivered in the envelope containing welcome letter, pledge and voter manual kit and Postal Department could further distribute it to concerned electors.

The Bidders are requested to examine the instructions, terms & conditions, specifications and ECI guidelines or Personalized PVC EPICs issued in time to time which are available on ECI website, given in the bid. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.

It will be imperative for each Bidder(s) to familiarize itself/ themselves with the prevailing legal situations

for the execution of contract. This Department shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.

The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.

It must be clearly understood that the Terms & Conditions and specifications are intended to be strictly enforced along with ECI guide lines in the subject matter. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of contract or throughout the period of completion of contract whichever is later on account of any reasons whatsoever but benefit of price fall due to any reason shall be passed on.

The Bidder should be fully and completely responsible to concerning Procurement entity/DEOs and State Government for all the deliveries and deliverables within the stipulated timelines.

The procurement entity reserves right to cancel part or complete bids without giving any reason thereof which shall be accepted by all bidders.

The Personalized PVC EPICs shall be supplied with prescribed security features and personalization details printed upon them in designed envelope with voter manual and welcome letter/pledge, hot stamping of Hologram will also be done by EPIC card provider (Hologram will be provided by Hologram vendor to CEO office and CEO office will provide to respective DEO office/EPIC vendor). However, the specification(s) may change as and when directed by the Election Commission of India (ECI) and the vendor will have to follow the revised specification(s) without any extra cost.

(b) Specifications:

The Personalized PVC EPICs shall be supplied with prescribed security features and personalization details printed upon them and hot stamping of Hologram. These EPIC cards will be supplied in the printed envelope including welcome letter, pledge and voter manual kit by the same printers supplying EPIC cards at DEO office. However, the specification(s) may change as and when directed by the Election Commission of India (ECI) and the vendor will have to follow the revised specification(s) without any extra cost:

1. Specifications of EPIC Card:

a) Card Type:

All new cards will be printed on PVC sheet with coloured photograph.

Material: Poly Vinyl Chloride, Glossy/Mat finishing (PVC)+ Polyethene Terephthalate Glycol (PETG)

b) Card Size:

CR 80 (86mm x 54mm x 0.76mm) variation permissible of plus and minus 5%

c) Thickness:

760 microns (+/-10%)

d) Lamination (Overlay):

Glossy/Mat finishing

e) Design & Layout:

Indicative design provided with bid document. Election department may alter the design, colour scheme and layout any time.

f) ISO Standard:

CR-80 type adhering to ISO/IEC 7810 /10373 standards

g) Special Feature:

QR Bar code with 3000+ text characters.

h) Indicative list of card features:

- Hologram: Hologram size (after stamping) : 16mm x 12mm. To be hot stamped made up of 19-23 Micron polyesters film of Gold/ Silver shade.
- Micro text: Text as border of the Photograph in size 19 to 25 micron
- Ghost image printing: Electoral Photograph (Front side)
- Guilloche pattern on the base of the card. Design shall be provided by Election department (Three colour guilloche design)

Hologram hot stamping

- Reel /Sheet of hologram, mentioning number of Reels and hologram/ will be delivered by election department, Rajasthan to vendor for hot stamping.
- The exact number of holograms contained as the reel must be documented by card printer as a secure document.
- Card printer shall get required test of holograms conducted before stamping to card printers.

Front Side Specification/dimension :-

- a) **National Emblem** : To be printed on the upper left- hand corner (5.00 mm from left edge & 4.00 mm from top edge).
- b) **EPIC Number** : To be printed below the National emblem(5.00 mm from left edge and 2.00 mm above the photograph) Font of the EPIC number printed on both sides of card should be “Arial Rounded Bold MT” for better readability by the Optical character Reader(OCRs).
- c) **Photographs of Elector**: To be printed at the left corner below the EPIC number Width - 21.00 mm , Height -28.00mm.
(3.00 mm from the left edge and 5.00 mm above the bottom edge).
- d) **ECI Logo**: To be printed on the upper right-hand corner(4.00mm from top edge and 5.00 mm from right edge).
- e) **Ghost Image** : Width 7.00 mm, Height -9.00 mm (5.00 mm from right edge and 31.00 mm from bottom edge).
- f) **Ghost EPIC Number** : To be printed at right side of Ghost image in vertical (Bottom-up) direction (2.00mm from the right edge)
- g) **Hologram** : At the right bottom corner (3.00 mm from the edges).
- h) **Elector’s Name, Relative’s name** : Gender and Date of Birth to be printed (in English and regional language) on the right side of photograph of the elector. Either Age or DOB shall be printed on the card. Age will be printed in case DOB is not available in the E Roll Data.

Back Side Specification/dimension:-

- a) **Facsimile signature of Electoral Registration Officer**: To be printed on the top left corner.
- b) **QR Code** : To be printed below the “ facsimile signature of ERO” on the left side of the card (4.00 mm from the left edge and 14.00 mm below the top edge).
 - ✓ Width -25.00 mm, Height -25.00 mm.
 - ✓ QR code will consist of EPIC No. Name of Elector, Relative’s Name , Date of Birth/ Age.
 - ✓ Provision to read QR code printed on the card will be made available on Voter Helpline App (VHA).
- c) **EPIC Number**: To be printed below the QR code (7.00 mm from the left edge and 10.00 mm above the bottom edge)
- d) **Elector’s Address, Electoral Registration Officer and AC/PC No. & Name and Note** are to be printed in bilingual (in English and regional Language) to the right side of QR code.
- e) **Voter Helpline No. (1950), CEO’s website address and Old EPIC no. (if available)** issued to the elector, if any, are to be printed below the horizontal red line, at the bottom of the card.

2. Specifications of Voter Manual Kit:

(A) ENVELOPE:

S.No.	Item	Specifications
1.	Envelope type “window Envelope”	Secured 22.331cm x 27.132cm open -10.795cm x 23.368cm close size 100 GSM Maplitho paper Die cut with Re moisture glue pasting on flap
2.	Dimensions	To accommodate one EPIC Card, Welcome Letter, User Manual i.e. should support automatic insertion /enveloping
3.	Color	Pre-printing in 4 color (Both side multicolor printing)

(B) WELCOME LETTER:

S.No.	Item	Specifications
1.	Welcome letter type	The material/paper should be 80 GSM Maplitho paper. Multicolor printing, data to be printed on the letter along with Auto Folding, card affixing and inserting.
2.	Dimensions	29.7cm x 21cm
3.	Color	Pre-printing in 4 color for logo and tag line data should be in single color (Black)

(C) USER MANUAL:

12 pages, 80 GSM super shine paper, multicolour printing, centre pin binding, 9.5cm x 16.5cm

Important directions:

- No additional payment will be given towards packing, delivery etc.
- The vendor shall print serial number on envelopes (as provided on district wise quantity list.)
- District wise packets of envelopes including voter manual, welcome letter/pledge and EPIC card shall be prepared and supplied in the DEO office.
- Name of district will be printed on Envelope. Name of the District will be reflected through screen printing/stamping
- The vendor shall print address of voter on window envelope but envelope will not be pasted. Serial number will not be printed .
(New clause added)

SAMPLE of EPIC

Front and Back of new EPIC

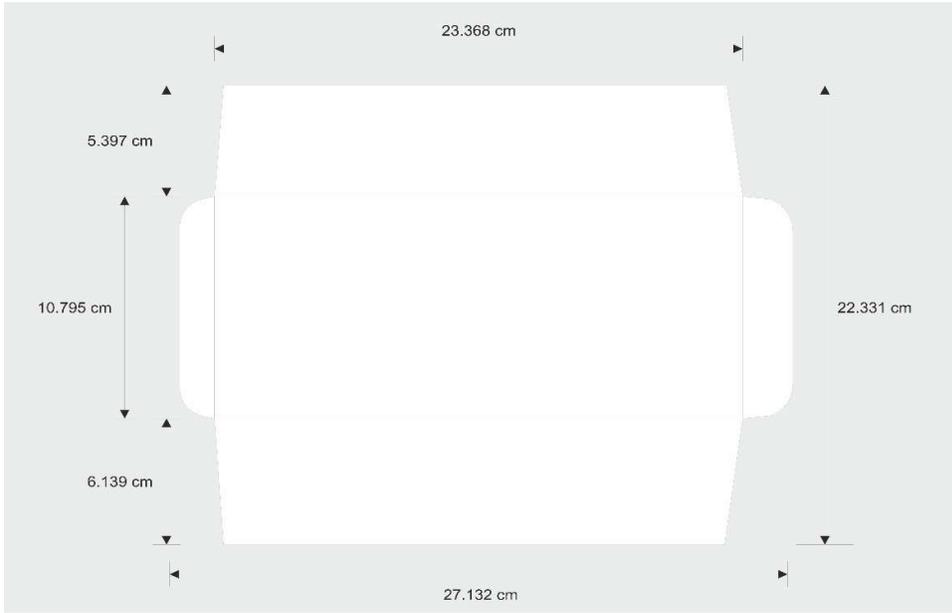


Note: The above specifications may be changed as per the guidelines of ECI. The vendor has to supply the PVC cards as per the guidelines of ECI in force from time to time.

Sample of Voter Manual Kit (Indicative Only)



नोट :- (प्रेषक जिला निर्वाचन अधिकारी के स्थान पर निर्वाचक रजिस्ट्रीकरण अधिकारी मुद्रित कराया जा सकता है। जिसके दिशा-निर्देश कार्यादेश में दिये जायेंगे।)



Sample of Welcome Letter (Indicative only):

District Election Officer
....., Rajasthan

YOUR VOTE, YOUR RIGHT.

आपका मत आपका अधिकार



Dear Voter,

Congratulations on receiving your EPIC – Electors Photo Identity Card! The Election Commission of India welcomes you as an integral and valued member of the world's largest democracy.

We are happy that you have enrolled as a voter – Right to vote bestows privilege and responsibility. Election Commission of India is committed to free, fair, accessible, inclusive, transparent and ethical elections.

Your vote is valuable and hence we urge you to participate in each election by choosing your representative wisely. Prior to Poll day, check details of contesting candidates, your name in voter list and polling booth details. The attached Voter Guide provides detailed information on all election related queries.

On poll day, press the EVM button against the candidate of your choice and verify your selection on the screen of VVPAT. Be a proud voter and showcase your inked finger!

Greetings from Election Commission of India for embarking on this epic journey.

Happy Voting!

With Best Wishes,

District Electoral Officer &
District Collector

प्रिय मतदाता,

आपको एपिक - निर्वाचक फोटो पहचान पत्र प्राप्त करने पर बधाई ! भारत निर्वाचन आयोग दुनिया के सबसे बड़े लोकतंत्र के एक अभिन्न अंग और मूल्यवान सदस्य के रूप में आपका स्वागत करता है।

हमें खुशी है कि आप मतदाता के रूप में नामांकित हुए हैं - मतदान का अधिकार विशेषाधिकार तो देता ही है उत्तरदायी भी बनाता है। भारत निर्वाचन आयोग स्वतंत्र, निष्पक्ष, सुगम, समावेशी, पारदर्शी और नैतिक चुनावों के लिए प्रतिबद्ध है।

आपका वोट मूल्यवान है और इसलिए हम आपसे आग्रह करते हैं कि आप प्रत्येक चुनाव में भाग लेकर अपने प्रतिनिधि का चुनाव बुद्धिमानी से करें। मतदान दिवस से पहले, चुनाव लड़ने वाले अभ्यर्थियों का विवरण, मतदाता सूची में अपना नाम और मतदान बूथ के विवरण की जांच करें। संलग्न मतदाता गाइड में चुनाव संबंधी सभी प्रश्नों पर विस्तृत जानकारी दी गई है।

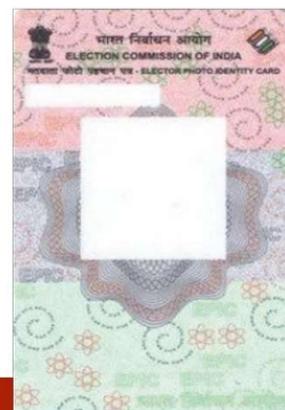
मतदान के दिन, अपनी पसंद के उम्मीदवार के सामने ईवीएम का बटन दबाएं और वीवीपैट की स्क्रीन पर अपने चयन का सत्यापन करें। स्वाभिमानी मतदाता बनें और अपनी स्याही लगी उंगली दिखाएं!

इस एपिक यात्रा का शुभारंभ करने के लिए भारत निर्वाचन आयोग की ओर से बधाई।

हैप्पी वोटिंग

शुभेच्छु,

जिला निर्वाचन अधिकारी एवं
जिला कलेक्टर



भारत निर्वाचन आयोग

हेल्पलाइन 1950 | <https://voterportal.eci.gov.in>



डाउनलोड
वोटर हेल्पलाइन एप

नोट :- जिला निर्वाचन अधिकारी एवं जिला कलेक्टर के साथ जिले का नाम भी मुद्रित किया जायेगा। जिसकी सूचना एवं संख्या कार्यादेश के साथ उपलब्ध करा दी जायेगी।



ELECTOR'S PLEDGE

We, the citizens of India, having abiding faith in democracy, hereby pledge to uphold the democratic traditions of our country and dignity of free, fair and peaceful elections and to vote in every elections fearlessly and without being influenced by religion, race, caste, community or any inducement.

निर्वाचक द्वारा ली जाने वाली शपथ

हम, भारत के नागरिक, लोकतंत्र में अपनी पूर्ण आस्था रखते हुए यह शपथ लेते हैं कि हम अपने देश की लोकतांत्रिक परंपराओं की मर्यादा को बनाए रखेंगे तथा स्वतंत्र, निष्पक्ष एवं शांतिपूर्ण निर्वाचन की गरिमा को अक्षुण्ण रखते हुए, निर्भीक होकर, धर्म, मूलवंश, जाति, समुदाय, भाषा अथवा अन्य किसी भी प्रलोभन से प्रभावित हुए बिना सभी निर्वाचनों में अपने मताधिकार का प्रयोग करेंगे।

USE YOUR EPIC NUMBER

Voter Helpline App



- Booth Navigator: Find driving directions to your polling booth on Map
- Search your name in Electoral Roll
- Know your Polling Officials
- Apply for correction in Voter ID card
- Apply for shifting within Assembly Constituency

Voter Portal



- Find your Assembly Constituency and Polling Stations
- Search your name in Electoral Roll
- Know your Polling Officials (DEO/ERO/BLO)
- Apply for correction in Voter ID card
- Apply for shifting within Assembly Constituency



#MyVoteMatters

PROUD TO BE A VOTER

वोटर मार्गदर्शिका

भारत निर्वाचन आयोग
कोई मतदाता न छूटे




मतदान दिवस पर

कोई मतदाता न छूटे



मतदाताओं के लिए प्रमुख सूचनाएँ

मतदाता सूची में अपना नाम देखें



- वेबसाइट: वेबोटे: voterportal.eci.gov.in
- एप डाउनलोड करें: 1950: ECIPS <space> <EPIC No>
- वोटर हेल्पलाइन एप का प्रयोग करें।

मतदान बूथ खोजें



- वेबोटे: voterportal.eci.gov.in
- एप डाउनलोड करें: 1950: ECIPS <space> <EPIC No>
- वोटर हेल्पलाइन एप का प्रयोग करें।

कुशल लड़ रहे उम्मीदवार को एवं उनका पसंदीदा चुनें



- वोटर हेल्पलाइन एप का प्रयोग करें।

कुशल संबंधी जानकारी

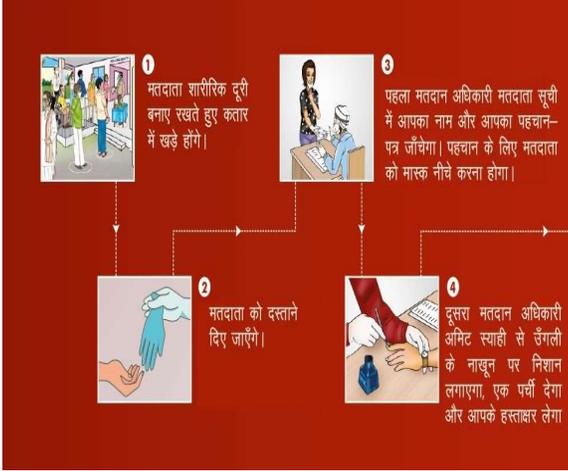


- 1950 पर कॉल करें।

वोटर हेल्पलाइन एप पर ब्लूटूथ नं. के द्वारा अपना चुनाव बूथ खोजें।

शोट करने हेतु वायरस नाम गलतदा सूची में होना चाहिए।

अपना अमूल्य वोट ऐसे डालें

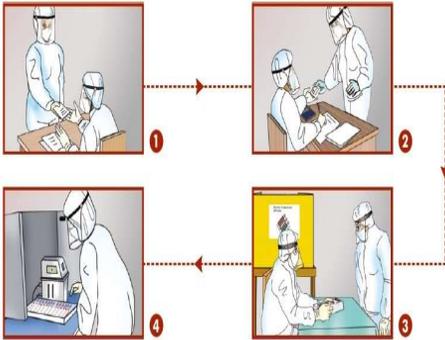


कोविड-19 के दौरान सुरक्षित मतदान

- मास्क, कैंस शील्ड व दस्ताने
- सैनिटाइजर, समुद्र एवं पानी
- सभी व्यक्तियों हेतु स्थल चर्चिंग
- सामाजिक दूरी
- लंबी कतारों से बचने के लिए टोकन
- ऐंथिक पोटल बैरेट सुविधा



मतदान के अंतिम घंटे के दौरान की प्रक्रिया



मतदान केन्द्र के अंदर एक मतदाता एक बार में पीपीई किट पहन कर जाएंगे।

कोविड संबंधी लक्षण वाले निर्वाचक मतदान के अंतिम घंटे में मत डालेंगे। मतदान बूथ के अंदर सभी कर्मियों को सुरक्षा हेतु पीपीई किट दिए जाएंगे।

ईवीएम वीवीपैट का प्रयोग करते हुए अपना मत कैसे डालें

1 बूथ में जाएं
जब आप मतदान कक्ष में प्रवेश करेंगे तो पीछरॉन अधिकारी बैरेट वृष्टि को चारू कर देगा।

2 अपना मत डालें
अपनी पसंद के उम्मीदवार के नाम/चुनाव सिद्ध के सामने बैरेट वृष्टि पर नीला बटन दबाएं।

3 बत्ती देखें
ध्यान किए हुए उम्मीदवार के नाम/चुनाव सिद्ध के सामने एक ताल बत्ती जलेंगी।

4 अपना मत सत्यापित करें
वीवीपैट वृत्ते गए उम्मीदवार की क्रम संख्या नाम और पुनः किन्ड डाली एक पत्ती को प्रिंट करेंगा।

पत्ती शीशे के पीछे लगभग 7 सेकंड्स तक दिखाई देगी। मुद्रित पत्ती मतदाता को नहीं दी जाएगी।

याद रखें: मास्क, सैनिटाइजर, सामाजिक दूरी



5 तीसरा मतदान अधिकारी पत्ती लेगा और आपकी उँगली के नाखून पर लगे निशान की जाँच करेगा।



6 मतदाता ईवीएम में मत डालने के लिए अपनी पसंद के उम्मीदवार के सामने वाला बटन दबाएँ। वीप की आवाज के साथ ताल बत्ती जलेंगी। वीवीपैट वृत्ते पर रत्तास के जरिए मुद्रित पेपर पत्ती दिखेगी।



7 मतदान के परचात मतदाता अपने दस्ताने कूड़ादान में डालेगा और आपने हाथ सैनिटाइज करके मतदान बूथ से बाहर निकलेगा।





प्रिय मतदाता

लोकतंत्र में यह एक अभिन्न पहलू है कि हमें वही सभी की सम्मिलित सहभागिता की आवश्यकता होती है। जब तक समाज के सभी वर्गों का प्रतिनिधित्व उसमें नहीं होगा तब तक लोकतंत्र की व्यापक अकारण को आकार नहीं मिल सकेगा। जिस दिन आप अपने मत की ताकत और अपनी भूमिका को समझ जाएंगे उसी दिन लोकतंत्र के इतिहास का स्वर्णिम अध्याय शुरू हो जाएगा। मतदाताओं का जागरूक होना, बड़े सकारात्मक बदलाव का कारण है। मैं आपका भविष्य की शुभकामनाएं देते हुए आपसे एक नया कदम बढ़ाने की अपेक्षा करता हूँ।

मुख्य निर्वाचन अधिकारी, राजस्थान



#MyVoteMatters

जिला निर्वाचन अधिकारी एवं
जिला कलक्टर
राजस्थान

मतदाता होने पर गर्व है।

वरिष्ठ नागरिकों एवं दिव्यांगजनों को मिलने वाली सुविधाएँ



रैंप व च्हील चेयर



दिव्यांगजनों को यातायात



ब्रेल इंगीप



मतदाता सहभागी बूथ



संकीर्ण नामा



विशेष सहायक



दिश संकेत



वर्षाजनों एवं दिव्यांगजनों को प्राथमिकता

पॉलिंग बूथ पर अन्य सुविधाएँ



अलग कतारें



पैनी का फनी



प्राथमिक चिकित्सा



प्रशिक्षण



सौचालय

आपकी टिप्पणी/नारों/रचनात्मकताओं की प्रतीक्षा में:-

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ऑनलाइन पंजीयन करें या अपना विवरण सत्यापित करें <https://voterportal.eci.gov.in>

1950 वोटर हेल्पलाइन

वोटर हेल्पलाइन एप इंस्टाल करें

@ECI

@ECISVEEP

पौडब्यूटी एप इंस्टाल करें

हैलो वोटर्स वॉब प्रसारण eci.gov.in/web-radio

@ECISVEEP

@ECI



भारत निर्वाचन आयोग

निर्वाचन सदन, अशोक रोड, नई दिल्ली- 110001

<https://eci.gov.in>

A. Security of Data

- Standard guidelines of the GoI and Information Security (Categorized) in Bid, to be followed.
- The Digital Certificate/HSM required for data encryption will be procured by the Service Provider and public key to be shared with Election Department.
- Sorting of data - "Collating and sorting software, card tracking number etc."

I. Information Security

The Information Security applicable to these PSP has been categorised as below"

- I. Human Resources
- II. Asset Management
- III. Access Policy
- IV. Password Policy
- V. Cryptography
- VI. Physical and Environmental Security
- VII. Operations Security
- VIII. Communications Security
- IX. Information Security Incident Management
- X. Compliance
- XI. Change Management

II. Sorting of Data

The Service Provider is expected to have in-place suitable 'Collating and Sorting Software' which is capable of collating and sorting the electronic data to ensure high efficiencies in printing and dispatch of PVC Card.

The Service Provider is required to sort the received data Pin code-wise. This is to ensure groupingtogether of all the Cards meant for delivery to one Pin code.

Directions related to Supply

The supply chain method is as follows:

- (a) All jobs related post agreement such as processing, management, monitoring, taking action against vendor, grievance redressal, payment, testing/checking etc. (but not limited to these only), shall be done at the level of all DEOs. This bid is being invited on behalf of all DEOs of the State, therefore, after executing agreement, all the DEOs would be acting as Procurement Entities for this bid;
- (b) The Successful short-listed bidders have to coordinate with the Government Department, DEO, CEO etc. during execution of the work.
- (c) DEO will place Work/Supply Order for "Printing and Supply of personalized PVC EPIC Bid security Features" within the duration of the contract period as per their need with the short-listed successful bidders called "vendors" along with relevant Data of EPIC online such as Email/Google-Drive/FTP to the vendors' server, if any, etc. The DEO will

be responsible to provide only those EPIC data of electors which are required to personalize the PVC EPICs in appropriate format (in this DEOs should be responsible and meticulously comply with the ECI guidelines/circular about data to be given on appropriate media in suitable format online to the vendor). Vendors shall also be responsible to collect only those E-Roll data of electors which are required to personalize the EPIC otherwise immediately for extra data/incomplete data, the vendors will bring this into the knowledge of DEOs to rectify. The vendor is responsible to supply the personalized PVC EPICs AC wise to the district concerned. There should not be any lapses in this arrangement.

(d) Supply schedule is given as follows

S.No.	Event	Supply of Personalized PVC EPICs by Vendor
a.	During continuous updation	15 days
b.	During summary revision	15 days
c.	During special campaign	15 days

- Days will be counted from work order or providing data whichever is later. If supplier fails to deliver cards within stipulated time LD will be imposed as per provisions of the bid document.
- DEO will issue work order with data to the supplier for each completed fortnight up to 10th day of subsequent fortnight. For example printing order for EPIC finalized during 1st -15th day of October month should be released up to 25th october.

(e) The personalized PVC EPICs should be of the best quality and lasting long unlike the EPIC printed through desktop printing machine one by one. There should be automated process to ensure 100% accuracy.

(f) The vendor will deliver the Personalized PVC EPICs in voter manual kit to the concerning DEO within the supply period and a receipt will be taken. No additional payment will be given towards packing, delivery etc. of the cards to the respective districts.

(g) The DEO will take out few EPICs out of the supplied lot as below and get them tested by approved lab by the Election department.

Sr. No.	Number of Personalized PVC EPIC Card with welcome kit	Number of samples for testing
1	Up to 10,000	01
2	10,001- 20,000	02
3	20,001- 30,000	03
4	Above 30,001	04

- (a) The vendor will again prepare the Personalized PVC EPICs which have been used for testing and payment for only these cards sent for testing, to vendor will be paid as per approved rate subject to condition that the sample(s) has/have not failed otherwise whole lot shall be supplied again by the vendor.
- (b) DEO will ensure to distribute the tested and approved Personalized PVC EPICs supplied by the vendor to the concerning EROs or the concerning EROs should collect their cards from their concerned DEO office in time to time for distribution of Personalized PVC EPICs to electors through Postal Department.
- (c) The vendor will submit periodical Statement of Account of Cards (indicative list of columns which can be modified/added/deleted):
- i. Sr. No.
 - ii. Order received (no. date and quantity),
 - iii. Data Received in appropriate form (Intellectual Property Rights - IPR lies with this Department/ECI),
 - iv. Personalised PVC EPICs delivered by the vendor with consignment no., date, quantity.
 - v. Non-disclosure of information agreement on letter head that vendor has not breached IPR policy i.e. not copied in any form, not shown/given to any entity, not used for the purposed other than the purpose mentioned in the bid etc.
- (d) DEO will maintain a record of every Supply Order placed in the form such as (indicative list of columns - DEO may modify/add/delete it):
- i. Sr. No.
 - ii. Supply order no., date, and Quantity,
 - iii. Date of handing over EPIC Data to vendor,
 - iv. Mentioned period of supply with exact date,
 - v. Date of supply made by the vendor along with quantity
 - vi. Late supply, if yes by how many days (SLA applicable)
 - vii. Lot accepted or rejected
 - viii. If rejected then date and number of returning the lot to the vendor along

with quantity

ix. Remarks, if any

(h) DEO will get randomly selected samples tested and keep a record viz. (indicative list of columns - DEO may modify/add/delete it):

- i. Sr. No.
- ii. Order no. & date
- iii. Name of Testing Lab with number of samples
- iv. Keep EPIC nos. of those samples
- v. Date of receiving testing report, report no. and date
- vi. Number of failed/Passed samples
- vii. Lot is rejected if even single sample failed
- viii. Intimation letter no. and date
- ix. Replacement supply made (no., date and quantity)
- x. Late supply, if yes by how many days (SLA applicable)

Contract Period:

- i. Contract period of the project of supply of PVC-EPIC cards along with voter manual kit initially kept for the duration as mentioned in the "Bid Data Sheet – BDS" of this bid document and it may be extended for another one year on mutual basis.
- ii. Deliverables: DEOs (performing as PE) shall place Supply/Work Order as per their need or urgency during the contract period. DEO shall receive supply i.e. Personalized PVC EPICs.
- iii. Estimated Quantity of personalisation of PVC EPIC (No guaranty of the figures of Personalization of PVC EPICs which can be increased or decreased).
- iv. **Replacement of defective Personalized PVC EPICs:** All the expenses towards replacing defective Personalized PVC EPICs to DEOs shall be borne by successful short-listed bidders only. The vendor has to provide Personalized PVC EPICs within a stipulated time as mentioned by the DEO concerned. All the defective cards and rejected lot(s) of cards shall be safely disposed of by the concerning DEOs.
- v. **Management, Supervision of Supply/Coordination etc. by short-listed bidders:** All the successful short-listed bidders have to establish a setup in the State of Rajasthan appropriately to coordinate, track, manage and control supplies. SPOC (single point of contact) of short-listed bidders shall be intimated to all districts of their area and CEO office along with email, fax and landline number etc. The successful short listed bidder for the district will supply Personalized PVC EPICs ERO wise to the correct District only who placed the supply order not to other DEOs. There should not be any lapses in this regard otherwise the period for supply of Personalized PVC EPICs to the correct destination shall be counted in the delay in supply on which LD clause

will be applicable.

- vi. ****Role of DEO for this Bid:** The rolls and responsibility of the DEOs (Collector), all districts shall comprise of the following:

This bid is being invited by the Election Department on behalf of the District Election Officers due to minimizing the total cost and early supply looking to the volume. All DEOs of Rajasthan, therefore, will be acting as Procurement Entity for their district. Offers have been invited centrally only to get reasonable and competitive rates for the subject matter of the bid.

After executing the agreement, all the DEOs of the State have been delegated powers to perform all (post agreement) activities and duties as they are Procuring Entity, such as order placing/processing on time, foresee requirement leading to placing order and responsible for the smooth flow of goods, from order and storage to distribution, tracking order, management, monitoring, taking action, ensures orders adhere to agreement, payment on their own as per supply without any need of approval/information of this Department, auditing, testing/checking, grievance redressal, approve the ordering goods, terminate due to shortlisted bidders become defaulter, finalize purchase details of orders and deliveries, supervising compliance with rules and procedures, etc. (but not limited to these only).

Testing of sample taken out randomly from the supplied lot may be tested/checked from any Government lab or Government Approved Lab or Private Lab accredited by the NABI (Nation Accreditation Board for Testing & Calibration Laboratories).

All DEOs of the State of Rajasthan are to handle and manage this tender end to end as they have been doing in other tenders/bids.

- vii. For this bid, after executing of the Agreement, all the DEOs of the State shall be discharging post agreement jobs/activities. All the responsibilities regarding this bid shall be of all DEOs concerned.

Note: The print service provider will provide hot stamped EPIC cards along with Voter Manual Kit (in prescribed envelope) to DEO offices.

Section-II

Eligibility/Qualification Criteria and Technical Evaluation

1. Technical Qualification criteria:

Evaluation of Technical qualification criteria will be as per the information/response provided by the bidders against Technical qualification criteria along with the relevant supporting documents.

Important: Those service providers who do not qualify Technical qualification Criteria(s) will not be considered for any further processing and are liable to be rejected.

S.No	Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
1	Name of the bidder			
2	Mailing address			
3	Telephone and Fax Number			
4	E-mail address			
5	Name and designation of the authorized person (Certificate of Authority to be provided)	Annexure-3		
6	Year of establishment of firm			
7	Company registered in India under the companies Act 1956/Companies act, 2013 or any other legal entity.	Certificate of Incorporation / Registration in the name of the bidder valid as on the date of bid submission		
8	Category of Bidder: Bidder should be "PVC Card Manufacturer cum Security Printer" with in house printing facility on PVC sheet incorporating security features and capacity of personalization	a. Who are currently supplying Visa Card or Master Card or RuPay or RBI or IBA or PVC Aadhar card (Please attach valid certificate)		
		b. Having ISO 27001 and ISO 9001		
		c. Self Attested Certificate		
9	Experience- (a) Bidder should have past experience of supplying Visa Card or Master Card or RuPay or RBI or IBA or PVC Aadhar card or EPIC Cards or any kind of PVC Cards Printing and personalization with security features of work orders of total amount of Rupees 04 Crore (Four Crore) within India (work order from one client should not less than Rs. 50 lakh) during last 3 years	(a) certified copy of statutory audit mentioning address of manufacturing plant and copy of work orders/certificates.		

	ending 31.03.2023 (b) The bidder must have successfully completed PVC card printing project within India during last 3 years awarded by Government/ PSU	(b) copy of work orders and certificate of work completion with date		
10	Bidder in house capacity Bidder should have installed capacity to manufacture personalized cards on PVC core /sheet with all security features of not less than 10,000 per day	per day capacity of supply or personalised PVC cards (Self Attested Certificate- Annexure 1)		
11	Annual average turnover of the Bidder during the preceding 3 financial years (2020-21,2021-22 and 2022-23) should be at least 05 Crore from the business of printing PVC cards	Audited Balance Sheet of last 3 years CA certificate with registration number and seal (Annexure-4)		
12	Financial Net Worth as on 31.03.23 should be positive	CA certificate with registration number/ seal		
13	Mandatory undertaking (Annexure- 5)	Bidder should -		
		• not be insolvent, bankrupt etc.		
		• not have and their directors, being convicted of any criminal offence		
		• not have any conflict of interest in the procurement comply with the code of integrity		
		• not have been blacklisted by any Government agency.		
		• not sublet the contract		
		• have submitted only one bid (a self-certified letter as per Self Declaration)		
14	Bidder should have facility and experience of printing with variable data and Hologram Hot stamping	self-certification duly signed by authorized signatory (Annexure-1)		
15	a.) tax registration and clearance Bidder should have GST where his business is located b.) income tax /PAN number	copies of GST registration last GST returned filed		

16	The bidder should have in house capacity of auto enveloping or tie up.	In case of in-house capacity of printing: Self Attested certificate along with model and number of machines In case of tie-up: Copy of agreement and name/address of offset printer.		
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- Bidder should submit 10 Sample PVC cards as per RFP technical specification and ISO standards. Election department reserves the right to get it checked from Government testing labs.
- Inspection will be conducted by a team of department officials on the directions of CEO, to check security arrangements, infrastructure, machines and equipment, personnel as per the bid document Any deviations may result in immediate disqualification
- Election department reserves the right to visit the proposed locations for physical verification of site, stated capacity and capability.

Note: Documentary evidence must be furnished against each of the above criteria along with an index. All documents must be signed by the CS/authorized signatory of the Bidder. Relevant portions, in the documents submitted in pursuance of eligibility criteria, should be highlighted.

1. **Presentation-** Bidder should submit the presentation with photographs, videos (if required) detailing the facilities (in-line with the bid requirements) of the proposed location(s) and other criteria with the online bid. The presentation can be submitted in hard copy also.

2. SELECTION PROCESS

a. EVALUATION OF PROPOSALS:

The evaluation of the proposal will be done in following parts:

Scrutiny: Each proposal will be scrutinized by the Committee of Election Department to determine whether the documents have been properly signed, all relevant papers submitted and the proposal is in order. Proposals not conforming to such requirements will be rejected.

b. SELECTION OF FIRMS:

- i. On the basis of technical analysis as per **Section II** of the bid document, bidder will be qualified for the next stage that is financial bid.
- ii. The Financial Bid of only the 'Technically Qualified Bidders' "will be opened.
- iii. Bids received will be arranged from Lowest Cost (L1) to highest cost.
- iv. The lowest rate L1, received from a qualified bidder will be treated as the "Discovered Rate".

- A. Once the L1 bidder is identified, the bidder at L2, L3 will be given first rights to match the L1 rate in order to receive an order for carrying out the services.
- B. In the interest of time, the bidders from L2 to the highest will be asked to match the Discovered Rate simultaneously.
- C. In case only one bidder qualifies after the technical evaluation, Election department will have right to select the single qualified bidder or cancel the RFP. In case Election department decides to continue with single qualified bidder, the entire volume may be allocated to the single qualified bidder for the contract period.
- D. The Election department reserves the right to call for a second bid process to select firms for execution of the project.
- E. Bidder need to provide their financial bid as per the format provided in the RFP. Financial evaluation shall be conducted on the basis of the unit rate quoted by the respective bidders.

Section-III

INSTRUCTIONS TO BIDDERS (ITB)

1. Sale of Bidding/ Tender Documents:

The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid on the <http://eproc.rajasthan.gov.in>. The complete bidding document shall also be placed on the State Public Procurement Portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay the bidding document price while submitting the Bid to the procuring entity through E-Proc method.

2. Bid Prices:

- a. The prices quoted by the Bidder in the Bid Submission Sheet and in the Price Schedules shall conform to the requirements specified in bid document.
- b. Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected.
- c. All rates quoted must be FOR destination (as mentioned in the bid) and should include all incidental charges except Central/ Rajasthan Sales Tax/ VAT, Entry Tax, or applicable prevalent tax, charges etc. which should be shown separately. No cartage or transportation charges will be paid by DEO concerned and the delivery [including unloading and stacking etc.] of the Goods shall be given at the designated premises as mentioned in the bid.

3. Pre-bid Meeting/ Clarifications:

- a. Pre-Bid query submission, redressal etc. management shall not be done through E-Proc website. Only date of Pre-Bid meeting and the responses to the queries would be available on E-Proc website.
- b. Any prospective bidders may, in writing, seek clarifications from the procuring entity in respect of the bidding documents shall also be emailed to ceojpr-rj@nic.in and not to be uploaded on E-Proc website. In case the soft copy of the dully filled in Pre- Bid query format, is uploaded on E-Proc website then it would not be entertained and processed.
- c. A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- d. Prospective bidders may attend Pre-bid meeting. The procuring entity may clarify doubts of only to potential bidders in respect of the project which are given in written in the prescribed format received within the time frame given in the bid document and a softcopy to the email address given herein. Beyond prescribed time, no PBQ shall be entertained and rejected.
- e. The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under:
 - o Last date of submitting clarifications requests by the bidder: as per bid document.
 - o Response to clarifications by procuring entity: as per bid document.

- f. The finalised minutes and responses, if any, shall be provided through departmental website/email promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall also be published on the other websites as mentioned in NIB.

4. Changes in the Bidding Document:

- a. At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b. In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c. In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

5. Period of Validity of Bids:

- a. Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b. Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

6. Submission of Bid:

The bid is for "Short listing of print service providers for printing and personalising PVC electors photo identity cards and Printing of Voter Manual Kit".

- a. All prospective bidders advised to carefully go through the bid document provided on the various websites as mentioned in the bid-document so that they will come to know what exactly is demanded. While bidders submitting their Bids electronically shall follow the electronic bid submission procedure as specified on the State e-Procurement Portal, <http://eproc.rajasthan.gov.in>
- b. The bidders required to digitally sign each page of the bid as a token of acceptance of bid by the authorised signatory failing which the bid may liable to be nonresponsive and rejected. The signed bid shall be uploaded using DSC to E-Proc website the <http://eproc.rajasthan.gov.in>
- c. All the columns viz. compliance (in Yes or No) of Eligibility Criteria, BOM, Financial Bid and their associated necessary documents properly signed etc. should be duly filled in and uploaded.
- d. Technical bid containing Eligibility Criteria and technical aspects/information/documents should

be separately uploaded and Financial bid shall also be uploaded separately along with respective associated documents as mentioned in the bid document.

- e. While submitting the complete Bid Document as mentioned above instruments for tender fee amount and bid security fee amount should be physically sent to the PE on or before mentioned date and time failing which the bid may liable to be nonresponsive and rejected.
- f. Financial bids shall be opened of only bidders qualified technically and fulfilling eligibility criteria. The date of opening for which shall be intimated later on.
- g. While uploading Technical Bid/submitting bid, the bidder should physically submit 10 nos. of sample of Personalized PVC EPICs conforming to technical specifications as mentioned in the bid document/ECI guidelines. All the samples shall be suitably numbered e.g. 1/5, 2/5 ... 5/5 so on along with marking of bidder's name (in short) & have authorised sign (bidder's name) in such a way that while they are sent for testing by PE, the bidder's annotations may not create any hurdle or problem on or before mentioned date and time failing which the bid may liable to be nonresponsive and rejected. Since bidders are belonging to the category as mentioned in the Eligibility Criteria in the beginning of this Bid, therefore, with the technical bid the bidder shall submit its its own declaration in favour of PE for submitting samples with the bid as well as supply of Personalized PVC EPICs, are strictly conforming to ECI standards/norms/guidelines and as specified in bid document, otherwise those bids would be rejected out rightly.
- h. The PE shall get the samples supplied separately by the bidders, tested. If result of testing of any one of the sample(s) attached is not conforming to the specifications mentioned in the bid and ECI standards/Guidelines then the corresponding bid shall be rejected. Therefore, bidders must be careful while submitting sample of Personalized PVC EPICs with bid.
- i. Bidders may submit their Bids through electronic method i.e. through <http://eproc.rajasthan.gov.in> on or before bid submission date/time.
- j. The Procuring Entity is not responsible about non submission of bid electronically in time due to any technical or non-technical reason(s) whatsoever, therefore, prospective bidders are suggested to avoid last minute submission of bid.

7. Opening of Bids:

- a. The Bids shall be opened by the BEC/DPC on the date and time mentioned in the NIB in the presence of the Bidders or their authorised representatives who choose to be present.
- b. Only Technical bids will be opened first and as per Pre- qualification criteria technical bids of firms meeting Pre-qualification criteria will be evaluated and marks will be allotted as per the Technical evaluation criteria given. Maximum 5 technical bids and minimum 3 technical bids will qualify for financial bid opening stage in order of merit PE will evaluate Technical Bid(s) as per criteria set-forth in this Bid Document or RTPP Rules.

- c. The Financial Bids will remain unopened until the technical bid evaluation is done. The date/time of the opening of Financial Bids will be intimated by the Procuring Entity.
 - d. In financial evaluation technical bids qualified will be evaluated and final selection will be done on the basis of lowest rate received, irrespective of the marks obtained in the technical evaluation.
 - e. The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
 - f. If electronic Bidding is adopted, specific electronic Bids opening procedure as specified on the State e-Procurement Portal shall be followed. The Bidders may witness the electronic Bid opening procedure online.
 - g. The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:-
 - Bid is as per pre-qualification criteria
 - Bid is accompanied by bidding document fee, bid security, relevant duly filled in Documents as per annexure(s) given in the Bid Document;
 - Bid is valid for the period, specified in the bidding document;
 - Bid is unconditional and the bidder has agreed to give the required performance security or performance security declaration; and other conditions, as specified in the bidding document are fulfilled.
 - Any other information which the committee may consider appropriate through E-Proc method
 - h. The Financial Bid shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical bid.
8. Documents comprising the Bid, Bid submission, Formats, Price Schedules and Signing of Bids:
- a. The PE shall not consider any bid or its related documents, material, original instrument(s) etc. that arrives after the deadline for submission of bid, such bid shall be declared late, rejected, and returned unopened to the bidder. Offline bid shall not be entertained.
 - b. All the documents should be digitally signed by the authorized signatory of bidder, as defined in the bid as the case may be.
 - c. The Bid shall be prepared according to the procedure mentioned <http://eproc.rajasthan.gov.in>.
 - d. The Technical Bid shall contain the following:
 - Technical Bid Submission Sheet and Technical Bid containing the duly filled in Bidding Forms ,pre qualification criteria documents, documents required for technical evaluation and other Declarations related to Technical Bid and Code of Integrity given as specified in annexure/appendix/bid forms in the Bid Document (Note: If the prescribed formats

provided in the Bid Document only, are not duly filled in as per the requirement of Bid Document, the bid shall be treated as non-responsive bid and lead to rejection);

- proof of payment of price of Bidding Document, Bid Security, in accordance with Bid Document;
- written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with Bid Document;
- documentary evidence in accordance with Bid Document establishing the Bidder's eligibility to bid;
- samples conforming to the ECI standards/guidelines and as required in the Bid Document;
- any other document required in the BDS; and
- others considered necessary otherwise to strengthen the Bid submitted.

e. The Financial Bid shall contain the following:

- Financial Bid Submission Sheet and the applicable Price Schedule(s) with supporting relevant documents in accordance with bid document;
- Any other document required in the BDS.

9. Cost & Language of Bidding:

- a. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may also be in English / Hindi.

10. Alternative/ Multiple Bids:

Alternative/ Multiple Bids shall not be considered at all.

11. Bid Security: Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- a. In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b. In case of open competitive bidding, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of:
 - i. Small Scale Industries (SSI) of Rajasthan it shall be 0.5% of the value of quantity offered for supply or the estimated value of subject matter of procurement mentioned in bid,

and

- ii. In case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction (BIFR), it shall be 1% of the estimated value of bid.
 - iii. Every bidder, if not exempted participating in the procurement process shall be required to furnish the bid security as specified in the NIB.
- c. Bid security instrument or cash receipt of bid security shall necessarily accompany the technical bid.
 - d. Bid Security instrument or cash receipt of Bid Security shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security, if not exempted, shall be liable to be rejected.
 - e. Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
 - f. The bid security may be given in the form of a banker's cheque or demand draft or deposit through e-GRAS. The bid security must remain valid 90 days beyond the original or extended validity period of the bid.
 - g. The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
 - h. Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
 - i. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of short-listed successful bid and signing of Agreement and submitting performance security.
 - j. The Bid security taken from a bidder shall be forfeited in the following cases, namely:
 - when the bidder withdraws or modifies its bid after opening of bids;
 - when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document/in the Act, chapter VI of the RTPP Rules.
 - if the Bidder does not accept the correction of its Bid Price pursuant to the relevant bidding document. [Correction of Arithmetical Errors].

- Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- No interest shall be payable on the bid security.
- In case of the successful short-listed bidders, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful short-listed bidders furnish the full amount of performance security.
- The procuring entity shall return the bid security after the earliest of the following events, namely:
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful short-listed bidders ;
 - c. the cancellation of the procurement process; or

Online submission of Bid security, bid document Fee and RISL processing fee

Bidder are requested to deposit sum amount required bid security, bid document fees and RISL bid processing fees in consolidation on E-GRAS, online government of Rajasthan revenue receipt system at web Portal <http://egras.raj.nic.in/following> this procedure :-

Election Department, Jaipur			
Particulars of Items	Budget Head	Amount in Rs.	Remarks
Bid Document Fees	0075-00-800-52-01	1000/-	
Bid Security	8443-00-103-00-00	As per norms	
RISL Processing Fees	8658-00-102-16-01	1000/-	

- Bidders are required to register as registered user on **E-Gras** web portal.
- Bidders are required to deposit the above mentioned sums in rupees against bid security bid security, Bid document fees and RISL fees in respective budget heads at **E-Gras** web portal through online payment gateway system.
- After successful payment of all above fees in a single challan, Bidder will generate CIN no. receipt. Bidders are required to upload scanned copy of CIN no. receipt along with their technical bid proposal at procurement portal **Error! Hyperlink reference not valid** . Absence of CIN no. receipt bid proposal may be rejected.
- For more information regarding above procedure of **E-Gras** the bidder are suggested to go through circular no :-
 - (i) F.6(5)FD/GD&AR/2018 Dated 27.04.2020 of finance department of Rajasthan government.
 - (ii) F.6(5)FD/GD&AR/2018 Dated 09.07.2020 of finance department of Rajasthan government.

E- in case of failure of E-Challan generation or deposit through E Grass in proper manner, The bid document fees, bid security fees and RISL processing fees can be deposited by Demand draft/Banker Cheque to be submitted to Chief Electoral Officer, Rajasthan.

For help lease see <https://egras.raj.nic.in/userManual/eGRAS.pdf>

How to deposit bid fee on E-Gras:-

Please visit on <https://e-gras.raj.nic.in/>

To participate in e-Gras one has to click on new user creation and required to fill up their credentials. Once the login ID is generated then one is authorized to use e-Gras for all types of challan submission.

After login on <https://egras.raj.nic.in>

Service challan -Choose department(204 Election department) select service (tender fee, E Proc).

Cont.

Then select district Jaipur Office name (22294: Dy secy to Govt. of Rajasthan & Joint CEO Jaipur and fill the amount according above mentioned budget head.

h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of short listed successful bid and signing of Agreement and submitting performance security.

i) The bid Security taken from a bidder shall be forfeited in the following cases, namely.

a. When the bidder withdraws or modifies its bid after opening of bids.

b. When the bidder does not execute the agreement, if any, after placement of work order within the specified period.

c. When the bidder fails to commence the service or execute work as per work order within the time specified.

d. when the bidder does not deposit the performance security within specified period after the work order is placed. And

e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document/in the act, chapter VI of the RTPP rules.

f. if the bidder does not accept the correction of its Bid Price pursuant to the relevant bidding document [Correction of Arithmetical Errors.]

j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.

k) No interest shall be payable on the bid security.

l) In case of the successful short listed bidders, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful short listed bidders furnish the full amount of Performance security.

m) The procuring entity shall return the bid security after the earliest of the following events, namely:-

a. the expiry of validity of bid security.

b. the execution of agreement for procurement and performance security is furnished by the successful short listed bidders.

c. the cancellation of the procurement process: or

12. Deadline for the submission of Bids:

- a. Bids shall be submitted on E-Proc website up to the time and date specified in the NIB or an extension issued thereof, if any
- b. Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended

by the procuring entity.

- c. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

Late Bids: The Procuring Entity shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with bid document. Such Bids shall be declared late, rejected, and returned unopened to the Bidder.

13. Lack of Competition: In case of situation of lack of competition arises the provision given in RTTP Act, 2012 and RTTP Rules, 2013 will be followed.

14. Clarification of Bids:

- a. To assist in the examination, evaluation, comparison and qualification of the Bids, the BEC/DPC may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the website/email.
- b. No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

15. Evaluation & Tabulation of Technical Bids:

Determination of Responsiveness

- a. The BEC/DPC shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission (as per RTTP Act, 2012 and RTTP Rules, 2013):-

16. Tabulation of Technical Bids:

If Technical Bids have been invited, they shall be tabulated by a Committee (DPC/BEC) constituted on behalf of PE in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.

17. Evaluation & Tabulation of Financial Bids:

Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the procuring entity shall take following actions for evaluation of financial Bids:-

The financial Bids of the bidders who qualified in bid examination shall be opened at the notified time, date and place by the BEC/DPC in the presence of the bidders or their representatives who choose to be present;

the process of opening of the financial Bids shall be similar to that of technical Bids.

conditional Bids are liable to be rejected;

the examination shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities.

18. Correction of Arithmetic Errors in Financial Bids:

The BEC/DPC shall correct arithmetical errors in substantially responsive Bids, on the following basis,

namely: -

if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the BEC/DPC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

19. Price/ purchase preference in evaluation:

Price and/ or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

No price purchase preference shall be considered in evaluation of bid and award of contract.

20. Negotiations:

- a. Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre- bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b. Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.

21. Procuring Entity's Right to accept any bid and to reject any or all bids:

The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without thereby incurring any liability to the Bidders.

22. Information and publication of award: Information of award of contract shall be published on the Raj. State Public Procurement Portal i.e. <http://sppp.rajasthan.gov.in> as well as E-Proc website.

23. Execution of agreement:

In the written intimation of acceptance of its Bid sent to the successful short-listed bidders, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period of 7 days from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.

24. Cancellation of procurement process:

- a. If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b. A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it.

25. Right to vary quantity:

- a. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b. Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the RTPP Act, 2012 and Rules, 2013. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under:-
 - up to 50% of the value of goods or services of the original contract.

26. Performance Security:

- a. All the successful short-listed bidders, have to execute agreement and furnish performance security.
- b. Prior to execution of agreement, Performance Security shall be solicited from the successful short - listed bidders except Department of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned, controlled or managed by the State Government and undertakings of Central Government. However, a Performance Security Declaration shall be taken from them. The State Government may relax the provision of Performance Security in particular procurement.
- c. The amount of performance security shall be as per rules .
- d. Performance security shall be furnished in any one of the following forms:-
 - i) Bank Draft or Banker's Cheque of a scheduled bank;
 - ii) National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - iii) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of Chief Electoral Officer on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- e. Performance security furnished in the form specified in clause [c.] of c) mentioned just above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

- f. Failure of the successful short-listed bidders to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- g. Forfeiture of Performance Security: The amount of Performance Security in full or part may be forfeited, including interest, if any, in the following cases:-
 - i) when the Bidder short-listed does not execute the agreement in accordance with the bid within the specified time period; after issue of letter of acceptance/ placement of supply order; or
 - ii) when the Bidder short-listed fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or
 - iii) when Bidder short-listed fails to commence or make complete supply of the Goods or Related Services satisfactorily within the time specified; or
 - iv) When any terms and conditions of the contract is breached; or
 - v) Failure by the Bidder short-listed to pay the Procuring Entity any established dues under any other contract; or
 - vi) if the Bidder short-listed breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and this Bidding Document.
- h. Notice will be given to the bidders short-listed with reasonable time before Performance Security deposited is forfeited. The decision of PE in this regard shall be final and abided by the bidder.
- i. No interest shall be payable on the Performance Security deposited by the bidders short-listed.

29. Execution of agreement:

In the written intimation of acceptance of its Bid sent to the successful short-listed bidders, it shall also be asked to execute an agreement in the format given in the Bidding Document on a non judicial stamp of requisite value at his cost and deposit the amount of Performance Security or a Performance Security Declaration, as applicable, within a period of 7 days from the date on which the LOA or LOI is dispatched to the Bidder. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.

30. Confidentiality:

- a. Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.

- b. Any attempt by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.

31. Cancellation of procurement process:

- a. If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b. A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -

32. Code of Integrity for Bidders:

- a. No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b. Any person participating in the procurement process shall -
- c. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- d. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- e. not indulge in any collusion, Bid rigging or anti- competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- f. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- g. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- h. not obstruct any investigation or audit of a procurement process;
- i. disclose conflict of interest, if any; and
- j. disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.
- k. Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
- l. exclusion of the bidder from the procurement process;
- m. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
- n. forfeiture or encashment of any other security or bond relating to the procurement;

- o. recovery of payments made by the procuring entity along with interest thereon at bank rate;
- p. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- q. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

33. Conflict of interest:

A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to:

- a. have controlling partners/shareholders in common; or
- b. receive or have received any direct or indirect subsidy from any of them; or
- c. have the same legal representative for purposes of this Bid; or
- d. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or
- e. the Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
- f. the Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods and Services that are the subject of the Bid; or
- g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

- h. The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and as stated above in this Clause along with its Bid, in the format specified in Section IV, Bidding Forms.

Breach of Code of Integrity by the Bidder:

Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, in case of any breach of the Code of Integrity by a Bidder or prospective Bidder, as the case may be, the Procuring Entity may take appropriate action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.

34. Interference with Procurement Process:

A bidder, who: -

- a. withdraws from the procurement process after opening of financial bids;
- b. withdraws from the procurement process after being declared the successful short-listed bidders;
- c. fails to enter into procurement contract after being declared the successful short-listed bidders;
- d. fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful short-listed bidders, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to 50 lacs rupees or 10% of the assessed value of procurement, whichever is less.

35. Grievance handling procedures during procurement process (Appeals):

Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the bid, in accordance with the provisions of RTPP Act & thereto, Rules and as given in Appendix to this bid.

36. Offenses by Firms/ Companies:

- a. Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

- b. Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c. For the purpose of this section -
 - i. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
 - ii. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d. Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

37. Debarment from Bidding:

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
 - i) under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - ii) under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

Special instructions:

38. Sample/ Sample Test checking (Supply):

- I. For Summary Revision :-
The concerning DEO acting as PE will take out minimum 1 sample card out of 10000 Personalized PVC EPICs but minimum of 4 such cards on random basis from the supplied lot of Summary Revision of Electoral Rolls of concerned year and get them tested/checked from Government lab or Government Approved Lab or Private Lab accredited by the NABI. The charges towards testing of sample cards shall be borne by the concerning DEO. In case test report of sample card(s) failed for the supplied lot of Personalized PVC EPICs, the lot shall be entirely resupplied on the cost of bidder to the destination. This means that the lot supplied should be 100% error free then only processing of payment shall be started.
- II. For other lots DEO acting as PE will take 4-5 cards for random checking from each lot of 1000 cards
- III. Election Department can at its discretion, will randomly select any district of the State in each quarter to get done random testing of PVC EPIC cards. This random checking will be done at Headquarter level.

1. Sample testing:

- a) The PSP may have an in-house CQM (card Quality Manufacturing) testing labs as per ISO standards or may go for government lab testing. PSP shall undertake testing of 1 sample per 10,000 PVC cards printed for the following parameters/test as per ISO standards and keep the testing reports for inspection of Election department:
Election Department reserves the right to get the random sample of the cards tested on its own by CIPET or ask PSP to get the samples selected by Election Department, tested by CIPET. No extra cost shall be provided to PSP for such testing. The PSP shall submit the test report to Election Department on the quarterly basis:
In failure in sample testing conducted by CIPET (or other Government Authorized labs/ testing agencies), there shall be a penalty for each non compliance. The penalty shall be

assessed and levied on each instance of non compliance of the mentioned tests, on quarterly basis at the rate of 0.1% of the cost of the card (excluding taxes) for the total number of cards in the quarter from which the sample has been picked. The PSP shall rectify the anomaly within 10 days of intimation by CIPET and get the same tested again for compliance.

b) Testing of voter manual kit will also be done on random basis by DEOs.

39. Monitoring:

Monthly monitoring will be done by election department committee at HQ level.

40. Apart from the above conditions of bid document all the conditions/provisions mentioned in RTPP act 2012 and rules 2013 and other financial rules will be applicable.

Section-IV

GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

Bidders should read these conditions carefully and comply strictly while sending their bids.

Definitions:

For the purpose of clarity, the following words and expressions shall have the meanings hereby assigned to them: -

- a. "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b. "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c. "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d. "Day" means a calendar day.
- e. "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f. "Completion" means the fulfillment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g. "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h. "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i. "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j. "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k. "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- l. "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

1. Contract Documents:

Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

2. Interpretation:

- a. If the context so requires it, singular means plural and vice versa.
- b. Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c. Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d. Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3. Language:

- a. The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
- b. The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4. Eligible Goods and Related Services:

- a. For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance. Testing shall be done as mentioned in the bid in the clause of "Testing"
- b. All articles/ goods being bid should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.
- c. The OEM/ Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares as per the requirements of this bidding document.
- d. The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System

- Integration partner agreement will not be accepted.
- e. Bidder must quote products in accordance with above clause "Eligible goods and related services".
5. **Service of Notice, Documents & Orders:**
- a. A notice, document or order shall be deemed to be served on any individual by -
- i) delivering it to the person personally; or
 - ii) leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
 - iii) on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.
- b. When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be.
6. **Scope of Supply or Schedule:**
- a. Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b. Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c. The successful short-listed bidders has to supply goods within the period as mentioned in the BDS.
7. **Delivery & Installation (whichever is applicable):**
- a. Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b. The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
8. **Supplier's/ Selected Bidder's Responsibilities:**
The Supplier/ Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.
9. **Purchaser's Responsibilities:**
Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.
10. **Contract Price:**
- a. The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b. Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid
11. **Recoveries from Supplier/ Selected Bidder:**
- a. The prevailing taxes, charges etc., if applicable, shall be deducted at source by PE as per prevailing rates.
- b. For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.

- c. For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d. If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent. However, it is clarified that for the purpose concessional Sales Tax, no “C-Form/ D-Form”, or any other form by whatever name it may be called, shall be released by Purchaser to the selected bidder under any circumstances for any of activities under the SoW of this bidding document.

12. Taxes & Duties:

- a. The prevailing taxes, charges etc., if applicable, shall be deducted at source by PE as per prevailing rates.
- b. For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c. For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d. If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent. However, it is clarified that for the purpose concessional Sales Tax, no “C-Form/ D-Form”, or any other form by whatever name it may be called, shall be released by Purchaser to the selected bidder under any circumstances for any of activities under the SoW of this bidding document.

13. Copyright:

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Supplier/ Selected Bidder, or, if they are furnished to the Purchaser directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

14. Confidential Information:

- a. The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b. The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents,

- data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
- c. The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
 - d. The obligation of a party under sub-clauses above, however, shall not apply to information that:
 - i. the Purchaser or Supplier/ Selected Bidder need to share with other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
 - e. The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
 - f. The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

15. Specifications and Standards:

- a. All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards as laid in the bidding document. The supply shall be of the best quality and description. The decision of the concerned DEO whether the articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder.
- b. Technical Specifications and Drawings
 - i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
 - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c. Wherever references are made in the Contract to codes and standards in accordance with which it shall

be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

16. Packing and Documents:

- a. The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- b. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

17. Insurance:

- a. The goods will be delivered at the destination godown in perfect condition. The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b. The goods will be delivered at the FOR destination i.e. Store of the DEO of the district concerned in perfect condition.

18. Drawl of Samples:

In case of tests, wherever feasible, samples shall be drawn as mentioned in the bid.

19. Testing charges:

Testing charges of test being done by PE shall be borne by the Government for supply of goods. Test conducted by vendor test charges will be borne by the firm. In case of test results showing that supplies are not up to the prescribed standards or specifications, the concerned lot shall be resupplied at the cost of bidder to the DEO concerned i.e. destination. For which no extra cost shall be payable to vendor.

20. Rejection:

- a. Articles not approved during inspection or testing shall be rejected and will have to be provided by the selected bidder at his own cost within the time fixed by the Purchase

Officer/DEO concerned.

- b. If, however, due to exigencies of DEO's/PE's work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer/DEO after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates (as payment will be made by the DEO concerned). The deduction so made shall be final.
- c. The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer/DEO shall not be responsible for any loss, shortage or damage and shall have the right to dispose safely of such articles as he thinks fit, at the selected bidder's risk and on his account.

21. Delivery period & Extent of Quantity – Repeat Orders:

- a. The time specified for delivery shall be deemed to be the essence of the contract and the successful short-listed bidders shall arrange supplies within the period on receipt of the firm order from the DEO concerned.
- b. The selected bidder shall arrange supplies within the stipulated time period.
- c. If the orders are placed in excess of the quantities, the bidder shall be bound to meet the required supply. Supply orders may be placed during the contract period on the approved rate and conditions given in the bidding document. If the short-listed bidder fails to do so, the DEO concerned shall be free to arrange for the balance supply by other short-listed bidders. Even if the short-listed bidders fails to do so, the DEO concerned shall be free to invite limited tender or otherwise and the extra cost incurred shall be recoverable from the concerned short-listed bidder.

22. Transportation:

The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination as mentioned in the BDS. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. In the case all the damaged material has to be supply immediately. No extra cost on such account shall be admissible to vendor.

23. Payment Terms and Schedule:

- a. 100% Payment shall be made as per details mentioned below by the concerning DEO within a month's time otherwise all the consequences shall be of the DEO concerned in person*, after submission of an invoice by the successful short-listed bidder in a triplicate for payment: -
 - On complete delivery of Personalized PVC cards at the stores of DEO;
 - After acceptance of positive testing report by DEO concerned for every supply order placed;

- After deducting all types of penalties, due to any reasons mentioned in the bid, if any.

Note: * This condition is inserted because of that the DEO concerned shall make personal efforts for releasing payment after all the said formalities got fulfilled.

- b. The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- c. All remittance charges will be borne by the supplier/ selected bidder.
- d. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute by the concerning DEO.
- e. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the due payments by the concerning DEO.
- f. Taxes, as applicable, will be deducted, as per the prevalent rules and regulations by the concerning DEO.
- g. Payment shall be made to the successful short-listed bidders by the DEO concerned after all necessary formality as per rules have been fulfilled.

24. Penalties:

i) Risk and Cost:

In case, the contractor doesn't commence the work as required by DEO within the stipulated period, the work can be allotted to other short-listed bidder at the risk and cost (in case of difference in the cost of supply) of the contractor firm and LD clause shall be attracted to the short-listed bidder who was placed the order & could not commence the work.

ii) Liquidated Damages (LD):

In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the bidder has failed to supply/ install/ complete:-

- Delay up to one fourth period of the prescribed delivery period: 2.5%
- Delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
- Delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
- Delay exceeding three fourth of the prescribed period: 10%

- a. Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- b. The maximum amount of liquidated damages shall be 10% of the contract value.
- c. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

- d. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

Note: The supply of Personalized PVC EPICs to the correct DEO (ERO wise) from the incorrect DEO (in case of the Personalized PVC EPICs wrongly supplied to incorrect DEO) shall also be counted as delay in supply and added to delayed period of supply, according to which the LD clause shall be applicable.

25. Bidders must make their own arrangements to obtain import licence, if necessary & applicable. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Procuring Entity.

26. **Settlement of Disputes/Dispute Resolution Mechanism:** If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to "Chief Electoral Officer and Ex-Officio Secretary to the Government of Rajasthan" & whose decision shall be final and abided by all stakeholders.

27. **Legal Proceedings:** All legal proceedings, if necessary, arise to institute may by any of the parties (Government of Contractor) shall have to be lodged in courts situated in Jaipur and not elsewhere.

28. **Patent Indemnity:**

- a. The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:-

- i) The installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and

- ii) The sale in any country of the products produced by the Goods

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.

- b. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

- c. If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days or no. of days

as decided by the PE after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser/PE shall be free to conduct the same on its own behalf.

- d. The Purchaser/PE shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- e. The Purchaser/PE shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Force Majeure:

- a. The supplier/ selected bidder shall not be liable for forfeiture of its Performance Security deposited, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c. If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the purchaser in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by purchaser, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d. If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e. In case a Force Majeure situation occurs with the purchaser, the purchaser may take the case with the supplier/ selected bidder on similar lines.

30. Termination:

a. Termination for Default

- i) The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules or the Contract for breach of Contract, by Notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - o if the Supplier fails to deliver any or all of the Goods and/ or Related Services within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to the clause mentioned in the bid document; or

- if the Supplier fails to perform any other obligation under the Contract.
 - if the Supplier, in the judgment of the Procuring Entity has breached any provision of the Code of Integrity, as defined in the Act, the Rules and Code of Integrity, in competing for or in executing the Contract.
- ii) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to clause mentioned in Bid Document, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods and/ or the Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.
- b. **Termination of insolvency**
- The DEO on behalf of Procuring Entity may at any time terminate the Contract by giving Notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity.
- c. **Termination of Convenience**
- i) The DEO on behalf of Procuring Entity, by Notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the DEO/Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- ii) The Goods which have been shipped or dispatched at the time of Supplier's receipt of the Notice of termination may be accepted by the DEO concerned at the Contract terms and prices.

Section-V

APPENDIX-A

GRIEVANCE HANDLING PROCEDURE DURING PROCUREMENT PROCESS

(APPEALS)

1. Filing an appeal:

- (a) If any Bidder or prospective Bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued there under, he may file an appeal to the First Appellate Authority as specified in the Bid Data Sheet, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved: Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings: Provided further that in case a Procuring Entity evaluates the Technical Bid before the opening of the Financial Bid, an appeal related to the matter of Financial Bid may be filed only by a Bidder whose Technical Bid is found to be acceptable.
- (b) After hearing the parties, the First Appellate Authority shall dispose of the appeal and pass an order within a period of 30 days of the date filing of the appeal.
- (c) If the First Appellate Authority fails to dispose of the appeal within the period 30 days of the date of filing the appeal or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed by the First Appellate Authority, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to the Second Appellate Authority as specified in the Bid Data Sheet, within fifteen days. The Second Appellate Authority, after hearing the parties, shall dispose of the appeal and pass an order within a period of 30 days which shall be final and binding on the parties.

2. Appeal not to lie in certain cases:

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- a. determination of need of procurement;
- b. provisions limiting participation of Bidders in the bidding process;
- c. the decision of whether or not to enter into negotiations;
- d. cancellation of a procurement process;
- e. applicability of the provisions of confidentiality.

3. Form and procedure of filing an appeal:

- (a) An appeal shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

(c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

4. Fee for filing appeal:

(a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

(b) The fee shall be paid in the form of bank demand draft or banker's Cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

5. Procedure for disposal of appeals:

(a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

(b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall-

(i) hear all the parties to appeal present before him; and

(ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.

(c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

(d) The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.

(e) First Appellate Authority: Secretary, Election Department, GoR

Second Appellate Authority: Secretary Budget, Finance Department, GoR

FORM No. 1

[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal No of

Before the

(First / Second Appellate Authority)

First Appellate Authority: Secretary, Election Department, GoR

Second Appellate Authority: . Secretary (Budget), Finance Department, GoR

1. Particulars of appellant:
 - i. Name of the appellant :
 - ii. Official address, if any :
 - iii. Residential address :
2. Name and address of the respondent(s):
 - i.
 - ii.
 - iii.
3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which the appellant is aggrieved:
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:
5. Number of affidavits and documents enclosed with the appeal:
6. Grounds of appeal:
.....
.....(Supported by an affidavit)
7. Prayer:
.....
.....

Place

Date

Appellant's Signature

Technical Bid Submission Sheet

Date:

NIB No.:

Alternative No., if permitted:

To,

{Procuring Entity}

Additional Chief Electoral Officer to the Government Office of the Chief
Electoral Officer, Election Department, Secretariat, Jaipur (Rajasthan) -
302005.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document.
- (b) We declare that we fulfil eligibility criteria as per technical evaluation sheet and Pre-qualification criteria in conformity with The Bidding Document and offer to supply in accordance with the specifications, the delivery schedule and other requirements as specified in bidding document for Supply of Personalized PVC EPICs.
- (c) Our Bid shall be valid for a period as mentioned in the BDS from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of percent of the Contract Price or shall submit the Performance Security, as the case may be, for the due performance of the Contract;
- (e) We are not participating, as Bidder in more than one Bid for supply of the subject Goods/Matter in this bidding process in the Bidding Document;
- (f) Our firm for any part of the Contract have not been debarred by the State Government or the Procuring Entity or a regulatory authority under any applicable law;
- (g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
- (i) We agree to permit Government of Rajasthan or the Procuring Entity or DEOs or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;

- (j) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2013 and this Bidding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract;
- (k) We hereby agree in principle to be short-listed after mutual agreement.

Name:

In the capacity of:

Signed:

Date:

Duly authorized to sign the Bid for and on behalf of:

Complete Address:

Tel: _____ Fax: _____ E-mail: _____

Manufacturer and Security Printer Certificate

(To be given on the letter head of the Manufacturer)

Date: _____

NIB No.: _____

To,

{Procuring Entity}
OSD, Election Department,
Food Building, Secretariat, Jaipur (Rajasthan) - 302005.

WHEREAS

We, who are "manufacturer and security printer" of PVC cards with security features and personalization process in our in-house factory(ies) situated at and also hereby declare that above PVC EPIC Cards including personalization to be supplied shall be conforming to ECI standards, specification of the bid , and other guidelines. We have installed capacity to manufacture personalized cards on PVC core /sheet with all security features of not less than 10,000 per day. We have facility and experience of printing with variable data and Hologram Hot stamping.

We also know that if our sample(s) submitted with the bid when tested does/do not conforming to ECI standards/guidelines/norms as mentioned in the bid document (as the case may be), our bid may liable to be rejected.

Name:

In the capacity of:

Signed:

Manufacturer' seal:

Tel: _____ Fax: _____ e-mail: _____

PRE-BID QUERIES' FORMAT (to be filled by the bidder)

Name of the Company/Firm:

Name of Person(s) Representing the Company/ Firm:

Name of Person	Designation	Email-ID(s)	Tel. Nos. (Mo.)& Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Correspondence Address	Email-ID(s)	Tel. Nos. (Mo.)& Fax Nos.

Query(ies) / Clarification(s) Sought:

S.No.	Bid Page No.	Bid Clause No.	Existing Clause Details	Query/ Clarification sought	Suggestion/
1.					
2.					
3.				
4.				

Note:-

1. Queries must be strictly submitted only in the above prescribed format (.XLS/ .XLSX/ .DOC/ .DOCX) in virus free file. Queries not submitted in the prescribed format will not be considered/ responded at all by the Procurement Entity.
2. Prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding document shall be emailed to raj.pvc.epic@gmail.com and not to be uploaded on E-Proc website. **In case the soft copy of the dully filled in Pre-Bid query format, is uploaded on E-Proc website then it would not be entertained and processed.**
3. The Bidders can submit their queries on or before the scheduled last date after Pre-Bid Meeting to be held along with softcopy, which can be emailed to raj.pvc.epic@gmail.com with a subject line of **"PBQ for Short-listing for Personalized PVC EPICs"**

BIDDER’S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

(To be given on the letter head of the Manufacturer)

To,

{Procuring Entity}

OSD, Election Department,
Food Building, Secretariat, Jaipur (Rajasthan) - 302005.

Ref: NIB No. date:

WHEREAS

We, who are "manufacturers and security printer" of

having factory(ies) at do hereby authorize (Name)
..... (Contact Numbers) Mobile..... Fax
..... Email..... to submit a Bid in relation to the Invitation for
Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us
and to subsequently negotiate and sign the Contract:

**"Short-listing of Print Service Provider for supply of Personalized PVC EPICs with security features
and Printing of Voter Manual Kit"** We hereby extend our full guarantee / warranty in accordance
with Clauses given in bid document/conditions of contract, with respect to the Goods offered by the
above firm in reply to this Invitation for Bids.

Thanking you,

Name of the Bidder:

Verified Signature :

Authorized Signatory:

Name :

Seal of the Organization:

Position :

(Includes complete address)

Date: -----

Place: -----

Turnover Certificate
(To be given by authorized CA)

Date: _____

NIB No.: _____

To,

{Procuring Entity}

OSD, Election Department,
Food Building, Secretariat, Jaipur (Rajasthan) - 302005

We, the Statutory Auditors of (Name & Address of M/S)

.....
.....

hereby certify that the total Annual Turnover of the company from the PVC card variable data printing within India only during the previous three financial years as per audited financial statements are as follows:-

Rs. in Crore

Sl No.	Financial Year	Annual Turnover from the PVC Card Variable Data Printing within India only
1	2020-21	
2	2021-22	
3	2022-23	

Authorized CA Signature & Seal

Address:.....

.....

Date.....

Place:-.....

SELF-DECLARATION (Declaration by Bidder regarding Qualifications) (to be filled by the bidder)

To,

{Procuring Entity}
OSD, Election Department,
Food Building, Secretariat, Jaipur (Rajasthan) - 302005.

Declaration by Successful Bidder

In relation to my/our bid submitted for "Supply of Personalized PVC EPIC cards with security features" conforming to specifications in Bid & ECI standards in response to the NIB Ref. No. dated as an Owner/ Partner/ Director/ Auth. Signatory of

, I/ We hereby declare that: -

- a) We are eligible and possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) We have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) We are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have its business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
- d) We do not have, and our directors and officers not have been 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, or not have been otherwise disqualified pursuant to debarment proceedings;
- e) We do not have a conflict of interest as specified in RTPP Act, RTP Rules and this bidding document which materially affects the fair competition.
- f) We are having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- g) We do not have any previous transgressions with any entity in India or any other country during the last three years.
- h) We do not have any debarment or black-listed by any other procuring entity.
- i) We have complied and shall continue to comply with the Code of Integrity as specified in the Rajasthan Transparency in Public Procurement Act, the Rajasthan Transparency in Public Procurement Rules and this Bidding Document, till completion of all our obligations under the Contract will not sublet the contract if awarded to us.

- j) We agree to extend the validity of bid submitted on the communication of the PE.
- k) We have not modified, changed etc. any word/line/para/text mentioned in the bid downloaded from website(s) as mentioned in the bid otherwise we know that our bid shall be cancelled and rejected if submitted bid has deviation of word/line/ para/text from the original bid.
- l) We agree to submit appropriate Performance Security within time period specified in the bidding document otherwise we know that Procuring Entity have full rights to reject our bid and also agree to extend bid validity period, if any, and extend contract period unconditionally.
- m) We have submitted only one bid.
- n) We give our in principle consent to be short-listed subject to mutually agree. We also agree that there would be more bidders short-listed successful bidders.
- o) We, during the contract period, will collect only those EPIC data of electors by some mutually agreed mechanism (DEO and us) which are required to personalize the PVC EPICs otherwise immediately for extra data/incomplete data, we will bring this into the knowledge of DEOs to rectify.
- p) We, after personalization at our manufacturing site, shall return the personalized EPIC on PVC cards along with data to the concerned DEO and get receipt.
- q) We, understand the IPR of the EPIC data given for personalization by us, lies with your department or ECI and will hereby undertake that the given data shall not be copied in any form, not shown/given to any entity, not retained in any form, not used for the purposed other than the purpose mentioned in the bid etc. The data shall be erased entirely once the matter of the lot of supply is materialized/settled
If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Bidding Organization:-

Date:

Place:

CERTIFICATE OF CONFORMITY/ NO DEVIATION{to be filled by the bidder}

To,

{Procuring Entity}
OSD, Election Department,
Food Building, Secretariat, Jaipur (Rajasthan) - 302005.

CERTIFICATE

1. This is to certify that, the specifications of “Personalized PVC EPICs with security features” which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the commodity mentioned in the bidding document and that there are no deviations of any kind from the required specifications.
2. Also, I/ we have thoroughly read the bidding document, RTPP ACT, 2012 and thereto Rules, 2013 and amendment(s) issued and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.
3. I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in “Supply of Personalized PVC EPICs with security features”, to meet the desired Standards set out in the bidding Document/ECI.
4. I/We are “PVC Card Manufacture and Security Printer” and declare that Personalized PVC EPICs supplied shall be conforming to the specifications mentioned in the Bid Document and to the ECI norms/guidelines/circulars.
5. I/We, understand the IPR of the EPIC data given for personalization by us, lies with your department or ECI and will hereby undertake that the given data shall not be copied in any form, not shown/given to any entity, not retained in any form, not used for the purposed other than the purpose mentioned in the bid etc. The data shall be erased entirely once the matter of the lot of supply is materialized/settled.

Thanking you,

Name of the Bidder :

Authorized Signatory :

Seal of the Organization :

Date:

Place:

BILL OF MATERIAL (BOM)

S. No.	Description of Item	Estimated Quantity to be Supplied during the Contract Period	Bidders Acceptance of Supply as per T&C Mentioned in the Bid Document (Yes/No)
1.	Supply of Personalized PVC Electors Photo Identity Cards (EPICs) with Security Features along with Voter Manual Kit Conforming to ECI Guidelines & Compliance to the Bid	80 Lakh Personalized PVC EPICs along with Voter Manual Kit (Approx.)	

(Part-B: Financial Bid)

BIDDING FORM NO. 2:

Financial Bid Submission Sheet

Date:

NIB No.:

To,

{Procuring Entity}
OSD, Election Department,
Food Building, Secretariat, Jaipur (Rajasthan) - 302005.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the specifications, the delivery schedule and other requirements as specified in the bid, Schedule of Supply, the following Goods and Related Services:
.....
- (c) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (d) We give our in principle consent to be short-listed subject to mutually agree.
- (e) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Name: _____

In the capacity of: _____

Signed: _____

Date: _____

Duly authorized to sign the Bid for and on behalf of: _____

Complete Address _____

Tel: _____ Fax: _____ E-mail: _____

FINANCIAL BID COVER LETTER FORMAT {to be submitted by the bidder on his Letter head}

To,

{Procuring Entity} Additional Chief Electoral Officer to the Government
OSD, Election Department,
Food Building, Secretariat, Jaipur (Rajasthan) - 302005.

Reference: NIB No. : _____ Dated: _____

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

1. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).
2. I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.
3. I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance security as prescribed in the bidding document.
4. I / We agree to abide by this bid for a period of 90 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
5. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
6. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
7. We understand that you are not bound to accept the lowest or any bid you may receive.
8. We give our in principle consent to be short-listed subject to mutually agree. We also agree that there would be up to 3 short-listed successful bidders. The rate quoted is applicable for all the districts of the State of Rajasthan.
9. I/ We will not sublet the contract if awarded to us.
10. I/ We have not modified, changed etc. any word/line/para/text mentioned in the bid downloaded from website(s) as mentioned in the bid otherwise we know that our bid shall be cancelled and rejected if submitted bid has deviation of word/line/para/text from the original bid.
11. I/ We, during the contract period, will collect only those EPIC data of electors by some mutually agreed mechanism which are required to personalize the PVC EPICs otherwise immediately we will bring this into the knowledge of DEOs for extra data/incomplete data, to rectify.
12. I/ We, understand the IPR of the EPIC data given for personalization, lies with your department or ECI.
13. I/ We, after personalization at our manufacturing site, shall return the personalized EPIC on PVC cards along with data to the concerned DEO and get receipt.
14. I/ We would be responsible to all the DEOs and other authorities of concerned area, as per bid terms & condition mentioned herein.

15. We, understand the IPR of the EPIC data given for personalization by us, lies with your department or ECI and will hereby undertake that the given data shall not be copied in any form, not shown/given to any entity, not retained in any form, not used for the purposed other than the purpose mentioned in the bid etc. The data shall be erased entirely once the matter of the sort of supply is materialized/settled.
16. We undertake the accountability of security of data, Holograms being provided by the department and of EPIC cards being printed

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard. We have submitted only solution/goods based proposal and understand that in case of multiple bids proposed, may lead to reject our bid for which we only are the responsible.

Date:

Signature of Authorized Signatory:

Name:

Designation:

Financial Bid Format (BoQ)

(Short-listing of Manufacturer and Supplier of PVC Personalized Electors Photo Identity Cards (EPIC) with security features and Printing of voter manual kit conforming to ECI guidelines/ standards and specification in bid document.)

S. No.	Name & Description of Item	Estt. Qty.	Rate of per unit EPIC Card inclusive of all taxes, lavies and any other expenses excluding GST	Applicable rate of GST	Applicable GST per unit of EPIC Card	Total cost of one unit of EPIC Card inclusive of GST (column 4+6)	Total cost of bid in INR	
1	2	3	4	5	6	7	8	
1.	Printing and Dispatch of PVC Personalized Colour EPIC Card with Security Features and Hot stamping of Hologram and Printing of Voter Manual Kit as per the guidelines of ECI and Specifications of bid document (for destination store of the office of all DEOs of the state as per their requirement)	80 Lakh (approx.)	Rates are not to be quoted here					

Note:

1. Bidders submitting their Bids electronically shall follow the electronic Bid submission procedure as specified on the State e-Procurement Portal <http://eproc.rajasthan.gov.in>.
2. Bidders should not fill any information in the above format & submit physically; otherwise the bid shall be treated as nonresponsive.
3. Bidder should submit their financial bid online on E-Proc website/Portal only.
4. No additional payment will be given towards packing, delivery etc. of the cards to the respective districts

DRAFT AGREEMENT OF CONTRACT FORMAT
 {to be mutually signed by selected bidder and procuring entity}
(This agreement shall be executed on the non-judicial stamp-paper)

Agreement

An agreement made this day of between

(hereinafter called "the Security printer and Supplier" [here "the means short-listed printer and supplier"]), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Governor of Rajasthan/

[name of the Procuring Entity if other than a department of the State Government (hereinafter called "the Procuring Entity") on behalf of the all DEOs (Collectors), All Districts of Rajasthan (after execution of this agreement all the DEOs of the State shall be performing all jobs/grievance redressal/activities etc. for this Bid during contract period), which expression shall, where the context so admits, be deemed to include his successors in office and assigns) of the other part.

WHEREAS the Procuring Entity invited Bids for certain Goods and Related Services, viz.,..... and has accepted a Bid by the Supplier for the supply of those Goods and Related Services for the sum of (amount in figures and words) (herein after "the Contract Price").

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The bid document issued vide even no. dated and work order no. dated shall be deemed to form and be read and construed as part of this Agreement.
3. Period of contract will be to(the contract will be renewed after one year and can be extended further as mentioned in the Bid).
4. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. _____ and completed by supplier within the period as specified in the bid document.
6. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete:

A.	Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work	2.5%
B.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work.	5.0%
C.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	7.5%
D.	Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	10.0%

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
 - ii. The maximum amount of agreed liquidated damages shall be 10%.
 - iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.
7. The RTPP Act, 2012/Rules, 2013 promulgated, their amendments issued by the State Government shall also be the part of this contract agreement.
 8. We, understand the IPR of the EPIC data given for personalization by us, lies with your department or ECI and will hereby undertake that the given data shall not be copied in any form, not shown/given to any entity, not retained in any form, not used for the purposed other than the purpose mentioned in the bid etc. The data shall be erased entirely once the matter of the lot of supply is materialized/settled.
 9. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.
 10. The DEO concerned hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Central and the State Government on the day, month and year first mentioned herein before.

Signed By:	Signed By:
Designation: Company:	() Designation: Election Department, Govt. of Rajasthan
In the presence of:	In the presence of:
() Designation: Company:	() Designation: Election Department, Govt. of Rajasthan
() Designation: Company:	() Designation: Election Department, Govt. of Rajasthan