

2020

Election Department Rajasthan, Jaipur

Bid Document For Rate Contract
[Single Stage Two Envelope (Two Parts)]
Through e-Procurement Method
**"Suppliers for Personalizing PVC Electors'
Photo Identity Cards (EPIC)" based on**
Open Competitive Bidding Process.

(Suresh Chandra OSD)

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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 Guarantec
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
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/ GoI
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
GoI/ 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 Organisation for Standardisation
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
Lol	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.

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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 EC's 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, Tikak 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

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Government of Rajasthan Election Department

NIB (NOTICE INVITING Bids)

NIB No : F.9(1)(7)IT/Elec./PPPVC/EPIC/2020-21/

Date:

Sealed 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 suppliers for rate contract for the item as listed below up to 05:00 PM of **17.08.2020 (last date/time)**.

S.No	Name of article	Specifications	Quantity and unit	Estimated Procurement Cost	Price of Bidding Document (Rs.)	Amount of bid security (Rs.)	Validity Period of bid	Place of Delivery
1.	"Supply of PVC Personalized Elector's Photo Identity Cards (EPIC)"	As mentioned in the bid/ECI guidelines	23,00,000 Nos. Unit-No. (Approx.)	80,00,000/-	1000/-	1,60,000/-	90 Days	FOR Destination: at the store of DEOs' Office (District Collectors) concerned

- Price preference and / or purchase preference as per Instructions to Bidders shall be admissible in evaluation and award of Contract.
- The bid is for Annual Rate Contract for short-listing of suppliers for the abovementioned items.
- 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.
- 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.
- 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.
- The Bid Document Fee, Bid Security & RISL Processing Fee in the form of Demand Draft or Banker's cheque shall be submitted personally or by post in sealed envelopes up to **17.08.2020** to the **Addl.CEO Election Department, Rajasthan, Government Secretariat, Jaipur** bearing "**Bid for Short-listing for Personalizing PVC Electors' Photo Identity Cards**".
- 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".

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8. Bids received after the specified time and date shall not be accepted. Off-line bids shall not be entertained.
9. 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>
10. The Technical Bids shall be opened on ~~18.08.2020~~ **at 12:00 PM** office of additional CEO
11. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
12. 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.
13. 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).

sd/-

Additional Chief Electoral Officer
Election Department, Food Building, Secretariat
Jaipur (Rajasthan) - 302005 India

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A signature that looks like "L. B." to the right.
A signature that looks like "d. v." below that.
A signature that looks like "V" at the bottom left.
A signature that looks like "D" inside a circle at the bottom right.

**GOVERNMENT OF RAJASTHAN
ELECTION DEPARTMENT**

NOTICE INVITING BIDS (NIB)

Food Building, Secretariat, Jaipur (Rajasthan) - 302005.
Telephone: 0141-2227194, 2227638 Fax: 0141-2227794 Email: ceojpr-rj@nic.in

NIB No : F.9(1)(7)IT/Elec./PPPVC/EPIC/2020-21/

Date:

Sealed Single Stage Two-envelopes unconditional online Bids through e-Proc website <http://eproc.rajasthan.gov.in> are invited on behalf of the Governor of Rajasthan / Election Department, for the short-listing of suppliers for rate contract as per details of items given below up to 05:00 PM of 17.08.2020

S.No.	Name of article	Specifications	Quantity and unit	Estimated Procurement Cost	Price of Bidding Document (Rs.)	Amount of bid security (Rs.)	Validity Period of bid	Place of Delivery
1.	"Supply of PVC Personalized Elector's Photo Identity Cards (EPIC)"	As mentioned in the bid/ECI guidelines	23,00,000 Nos. Unit-No. (Approx.)	80,00,000/-	1000/-	1,60,000/-	90 Days	FOR Destination: at the store of DEOs' Office (Collectors) concerned)

Details may be seen in the Bidding Document available on the websites of <http://sppp.rajasthan.gov.in> and our website www.ceorajasthan.nic.in, <http://eproc.rajasthan.gov.in> and may be downloaded from these websites. 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>. RISL Processing fee Rs. 1000/- shall also required to be paid.

sd/-

Additional Chief Electoral Officer
Election Department, Food Building, Secretariat
Jaipur (Rajasthan) - 302005 India

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(Abridged Form of NIB for Publication in the Newspapers)

<p>NIB No. F.9(1)(7)IT/Elec./PPPVC/EPIC/2020-21/ dated:..... Election Department (ED), Secretariat, Rajasthan, Jaipur – 302 005 on behalf of the District Election Officers (Collectors), All Districts, Rajasthan.</p>	
Name	Krishna Kunal
Designation	Additional Chief Electoral Officer.
Address	Election Department, Food Building, Secretariat, Jaipur (Rajasthan) - 302005 India
Phone No.	0141-2227194
Fax	0141-2227794
Email	ceojpr-ri@nic.in
District Election Officer (Collector), All Districts of Rajasthan State	
<p>"Short-listing of Suppliers for Personalizing PVC Elector's Photo Identity Cards (EPIC)" as per Scope of Work (SoW) & Specifications as mentioned in the Bid Document/By ECI Stores of the District Election Officer, (Collector), All Districts, Rajasthan Shall Not Be Allowed</p>	
<p>1 year from the date of executing last agreement (extended as per RTPP Rule 2013,if required).</p>	
<p>Single Stage Two Envelops Bidding (Two Parts) rate contract</p>	
<p>Open Competitive Bid procedure given at http://eProc.rajasthan.gov.in</p>	
<p>Short-listing up to 3 (max.) bidders whose rates are financially L1 after technically qualified</p>	
<p>Websites: http://sppp.rajasthan.gov.in, http://ceorajasthan.nic.in, http://eProc.rajasthan.gov.in</p>	
<p>Bidding document fee*: Rs. 1000/- (Rupees One thousand only) in Demand Draft in favour of "Chief Electoral Officer, Rajasthan" payable at "Jaipur".</p>	
<p>RISL Processing Fee*: Rs. 1000/- (Rupees one thousand only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</p>	
<p>Rs. 80 lacs (Rupees Eighty lacs only)</p>	
<p>Rs. 1,60,000/- (Rupees one lakh Sixty thousand only) (2% of the Estimated Procurement Cost/Bid Value), [(0.5% of the above procurement of bid in case of Small Scale Industries of Rajasthan, 1% of the value of bid in case of Sick Industries of Rajasthan (refer details given in this bid)]</p>	
<p>Mode of Payment: Banker's Cheque or Demand Draft in favour of "Chief Electoral Officer, Rajasthan" payable at "Jaipur" of a Scheduled Bank</p>	
<p>Start Date: 28.07.2020</p>	
<p>End Date: 17.08.2020</p>	
<p>Pre Bid Meeting Date/ Time 05.08.2020</p>	
<p>Pre-Bid queries submission: 05.08.2020, after which no query would be accepted & also PBQs should be sent to the prescribed email only and not to be uploaded on e-Proc website (signed hardcopy & softcopy both should be sent through email address raj.pvc.epic@gmail.com). In case of repeat queries uploaded on e-Proc website, these queries will not be treated responsive and will not be entertained.</p>	

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		Pre Bid Meeting Place: Chamber of Additional CEO, Food Building, Secretariat, Jaipur
16	Start Date:	_____ during office time only
	End Date:	_____
16	Manner:	Online at e-Proc website http://eProc.rajasthan.gov.in
17	Date:	Up to 17/____/____
	Time:	12:00:____
18	Place:	Chamber of Additional CEO, Food Building, Secretariat, Jaipur
		Will be intimated later to the Technically qualified bidders only
19	Bid Validity:	90 days from the bid submission last date of bid submission.
20	Language:	English/Hindi
21	Alteration:	Not permitted
22	Bid Security:	Original bid : Unconditional and with no deviation
23	Bid Security:	
	a. Name:	
	b. Address:	
	c. Name:	
	d. Name:	
	e. Name:	
	f. Telephone:	STD Code (_____)
	g. Fax:	STD Code (_____)
	h. Name:	
	i. E-Mail:	
	j. E-Mail:	

Note:

- 1) Bidder (authorised 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 (authorised 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.
- 5) In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee 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 and Bid Security 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.

1. SCOPE OF WORK (SoW):

1) Background:

The Election Commission of India had started the scheme – 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. Comprehensive guidelines were issued by the Election Commission of India for this purpose. In view of the major advances in the technology in past years, the Election Commission of India has issued fresh directions to ensure better quality cards with stricter security features.

The EPIC will carry colour photograph of the elector. The photographs of the elector on new cards should be in sharp focus, of high quality, having natural skin tones and clearly recognizable features. The printing of cards is continuous process.

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 familiarise 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.

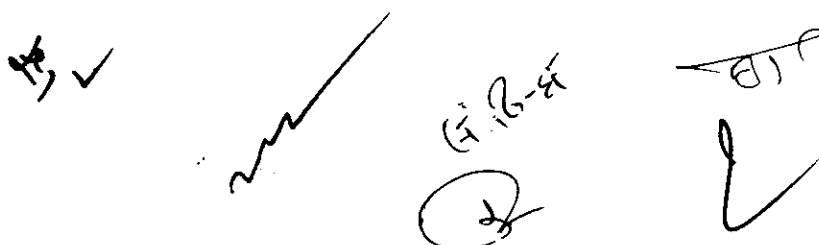
State of Rajasthan structure is given as below:

(1) Divisions (Divisional Commissioners)	=	7 Nos.
(2) Districts (District Election Officer – Collectors)	=	33 Nos.
(3) AC (Electoral Registration Officer – ERO)	=	200 Nos.
(4) Polling Booths – Parts (Supervisors and Booth Level Officers)	=	52002* Nos.
(5) Total Number of electors as of now	=	4.85* Crores

Note: * Figures may change.

Election Department is willing to short-list up to 3 suppliers only (maximum) for supplying of ECI specified personalised electors' photo identity cards (EPIC) on Standard based PVC sheet/core for electors/voters. The successful short-listed bidders called vendor, has to fulfil following:

- "PVC Card manufacturer and security printer" – to manufacture in-house pre-printed PVC sheet with security printing as per specifications of ECI;
- Own in-house capacity of personalisation (printing of details of electors in front and back sides including static details);
- Supply of personalized PVC EPICs directly to the office/Store of all the DEOs (District Collectors)

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across the state of Rajasthan after placing supply/work order by DEOs during the contract period along with sending EPIC data online in PDF format or as directed by ECI

The Personalized PVC EPICs shall be supplied with prescribed security features and personalization details printed upon them as detailed below. 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 Card:

a. Card type:

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

b. Card size:

8.6 cm vertical and 5.4 cm horizontal with variation permissible of plus and minus 5%

c. Thickness:

0.6 mm to 0.8 mm

d. Specifications of Security Printing:

Front:-

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

BACK:-

- 1) Relief tint of "Election Commission of India" in bilingual, i.e., English & Hindi.

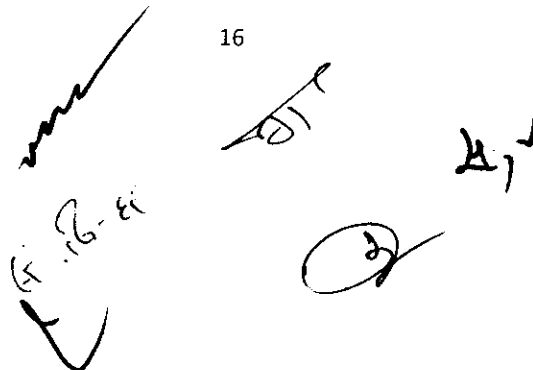
e. Personalization.

Front:-

- 1) "ELECTION COMMISSION OF INDIA" in English & "भारत निर्वाचन आयोग" in Hindi on the top.
- 2) "ELECTOR PHOTO IDENTITY CARD" in English & "मतदाता फोटो पहचान पत्र" in Hindi below "ELECTION COMMISSION OF INDIA".
- 3) EPIC number of the Elector printed in alphabets & numbers and also in "bar code" in the specified place.
- 4) Colour photo of the Elector
- 5) Name of the elector, printed in English and Hindi and its detail in English and Hindi
- 6) 'Relation name', printed in English and Hindi and its detail in English and Hindi

Back:-

- 1) "Sex" printed in English and "लिंग" Hindi and its value/detail in English and Hindi.
- 2) "Date of birth/Age" printed, in English and "जन्मतिथि/आयु" in Hindi and its value/detail in English and Hindi.
- 3) "Address", printed in English and "पता" Hindi and its value/detail in English and Hindi.
- 4) "Assembly Constituency Number and Name", printed in English and "विधानसभा निर्वाचन क्षेत्र संख्या और नाम" in Hindi and its value/detail in English and Hindi.

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- 5) "Part Number and Name", in English and "भाग संख्या और नाम" in Hindi and its value/detail in English and Hindi.
- 6) "दिनांक / Date" and its value/details.
- 7) Scanned signature of Electoral Registration Officer.
- 8) "Electoral Registration Officer", in English and "निर्वाचक रजिस्ट्रीकरण अधिकारी" in Hindi and its value/detail in English and Hindi.
- 9) The following would be printed at the bottom of the EPIC in English and Hindi:-

"नोट / Note:

1- इस मतदाता फोटो पहचान पत्र को धारण करने मात्र से यह कोई गारंटी नहीं है कि आपका नाम निर्वाचक नामावली में स्थित है। कृपया अपना नाम प्रत्येक चुनाव से पहले वर्तमान निर्वाचक नामावली में जांच लें।

Mere possession of Elector Photo Identity Card is no guarantee of name being present in electoral rolls. Please check your name in the current electoral rolls before every election.

2- इस कार्ड में उल्लिखित जन्मतिथि को निर्वाचक नामावली में पंजीकरण के अलावा अन्य किसी भी स्थिति में आयु या जन्मतिथि के प्रमाण के रूप में नहीं माना जायेगा।

Date of birth mentioned in this card shall not be treated as proof of age or date of birth for any purpose other than registration in electoral rolls."

Note:

1. 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.

(2) Others:

The supplied personalized PVC EPICs may be got tested to ensure quality as per ECI specifications.

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 "Supply of personalized PVC EPIC" 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

OK, ✓

✓

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EPICs AC wise to the District concerned. There should not be any lapses in this arrangement.

(d) Supply schedule is given as follows:

SNo.	Event	Date of Supply Order/Data	Supply of Personalized PVC EPICs by vendor
a.	During Continuous Updation	Fortnightly 01-10th of every month 20-Last Day of every month	15 days
b.	During Summary Revision	Weekly	15 days
c.	During Special Campaign	Weekly	15 Days

(e) The vendor will supply PVC EPICs as per method of printing given as follows:

No.	Description	Method
I.	Printing on PVC Core	The printing on PVC core should have specialized printing as the ink and medium of ink thinner used are supportive of 100% bonding on the complete surface of the core PVC. (i.e. to have a good lamination peel strength & 100% core bonding). Static printing as per ECI specifications would be done on both sides - front and back on final card before lamination.
II.	Printing Method	Static Printing such as tri-colour guilloche, relief tint, UV light visible printing, micro text, etc. on the PVC core should be printed using the UV Offset Printing Process. The static printing shall conform to the ECI's Specifications/Guidelines.
III.	Personalization	Variable data should be personalized (beneath the PVC lamination overlays) using Digital Printing Process on PVC core.
IV.	Lamination	Both side Standards based lamination after security & invisible printing (UV visible mark), static and digital printing of personalization on PVC core. Printable core & lamination overlay should be of PVC not of any other polymer material. The finished card should have burr-free card edges.

- (f) The personalization with both side laminations shall be done in the plant with full security and confidentiality.
- (g) 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.
- (h) The vendor will deliver the Personalized PVC EPICs to the concerning DEO within the supply period mentioned in the Supply/Work Order and a receipt will be taken. No additional payment will be given towards packing, delivery etc. of the cards to the respective districts.
- (i) The DEO will take out few EPIC out of the supplied lot (one out of 10000 cards but minimum of 4 cards) and get them tested by approved lab by the CEO.
- (j) 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.
- (k) 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

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 - Initials "AT" in the center.
 - A checkmark below "AT".
 - A circular stamp or signature on the right.

concerned DEO office in time to time for distribution of Personalized PVC EPICs to electors as per rules.

(l) The vendor will submit periodical Statement of Account of Cards (indicative list of columns which can be modified/added/deleted):

1. Sr. No.
2. Order received (no. date and quantity),
3. Data Received in appropriate form (Intellectual Property Rights - IPR lies with this Department/ECI),
4. Personalised PVC EPICs delivered by the vendor with consignment no., date, quantity
5. 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.

(m) 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):

1. Sr. no.,
2. Supply order no., date, and Quantity,
3. Date of handing over EPIC Data to vendor,
4. Mentioned period of supply with exact date,
5. Date of supply made by the vendor along with quantity
6. Late supply, if yes by how many days (SLA applicable)
7. Lot accepted or rejected
8. If rejected then date and number of returning the lot to the vendor along with quantity
9. Remarks, if any

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

1. Sr no.
2. Order no. & date
3. Name of Testing Lab with number of samples
4. Keep EPIC nos. of those samples
5. Date of receiving testing report, report no. and date
6. Number of failed/Passed samples
7. Lot is rejected if even single sample failed
8. Intimation letter no. and date
9. Replacement supply made (no., date and quantity)
10. Late supply, if yes by how many days (SLA applicable)

2) **Contract Period:-**

Contract period of the project of supply of PVC-EPIC cards initially kept for the duration as mentioned in the "Bid Data Sheet – BDS" of this bid document.

3) **Deliverables:**

DEOs (performing as PE) shall place Supply/Work Order as per their need or urgency during the contract period with reasonable supply period. DEO shall receive supply i.e. Personalized PVC EPICs.

4) **Supply Plan: Estimated Quantity of personalisation of PVC EPIC (No guaranty of these figures of Personalization of PVC EPICs which can be increased or decreased):**

No.	Year	Estimated Quantity
a.	2020-2021	21.00 Lacs
		21.00 Lacs

Note: * Quantity may change any time. No claim from vendor in this regard shall be accepted.

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5) Replacement of defective Personalized PVC EPICs:

The vendor will replace the Personalized PVC EPICs free of cost, if card declared defective or is not conforming to guidelines/standards of ECI or printed incorrect details w.r.t. given EPIC Data or poor printing quality and as mentioned in the bid document. All the expenses towards replacing defective Personalized PVC EPICs to DEOs shall be borne by successful short-listed bidders only. In both the cases, 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.

6) Short listing up to 3 bidders (max) for supply of Personalized PVC EPICs-

The bid is finalized in such a way that the bidders would be allotted area of the State divided into 3 parts maximum whose bids are technically accepted and quoted rates would be the financially the lowest i.e. L1. They will be allotted divisions/districts by this Department as per the number of bidders short-listed.

(a) All the eligible bidders will be marked whose Financial Bids have been opened, L1 (Lowest bidder), L2 (next to the lowest bidder) and so on.

(b) L2 onwards will be given counter offer one by one to match the lowest rate L1, if yes, then the bidder will be short-listed.

(c) If any of the bidders, in the sequence, does not agree to match the lowest rate then next higher bidder will be given counter offer to match the lowest rate, if yes, then the bidder will be short-listed.

(d) This process will be repeated till last bidder unless up to 3 bidders would be selected for short-listing.

(e) These/this short-listed bidder(s) (may be 1 or 2 or 3) will be given opportunity to execute agreement as mentioned in the bid, for supply of Personalized PVC EPICs during the contract period in the State of Rajasthan.

(f) After execution of the agreement, the selected agencies will contact and coordinate only with their allotted DEOs (or its designated officers, if any), concerned during the contract period for supply/grievances etc.

(g) Preference will be given to L-1 in terms of quantity and places.

7) 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

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counted in the delay in supply on which LD clause will be applicable.

8) ****Role of DEO for this Bid:**

The rolls and responsibility of the DEOs (Collector), all districts shall comprise of the following:

- a. 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.
- b. 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).
- c. 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).
- d. 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.
- e. 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.

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2. ELIGIBILITY/QUALIFICATION CRITERIA

2) A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria.

S.N o.	Basic Requirement	Specific Requirements	Documents Required	Bidder's Compliance (Yes/No)
1.	Bidder's Legal Entity (Joint Venture or Consortium or Association of Bidders shall not be allowed)	The bidder should be duly registered under either the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union. (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956/2013 A partnership firm registered under Indian Partnership Act, 1932.	a. Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favour of the partner signing the Bid, authorizing him to represent all partners of the firm. b. Goods and service tax registration certificate Last GST Return file copy Officer and Permanent Account Number (PAN) issued by Income-Tax Department. c. Address of residence and office, telephone numbers email address, if any in case of sole Proprietorship. d. Registration certificate and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of another statutory or registered body, certificate of incorporation or registration issued by concerned authority. Power of attorney in favour of the person signing the Bid.	
2.	Category of Bidder	Bidder should be "PVC Card Manufacturer and Security Printer" and should have capacity of personalization of any kind of PVC Cards. Note: Bids from authorized dealers/ middlemen shall not be entertained. Bidder should be have past experience of any kind of PVC Cards of Work order of equal to:- 3 completed work of Rs 1 crore each or more or 2 completed work of Rs. 2 crore each or more or 1 completed work of Rs. 3 crore each or more during last 7 year ending 31.03.2019	a. Valid certificate viz. either Visa Card or Master Card or RuPay or RBI or IBA (Please attach valid certificate) or b. ISO 27001 and ISO 9001 c. Attach executed Order for personalization of any kind of PVC Cards supplied. [Certified Copy of statutory audit mentioning address of manufacturing plant] work order/ work satisfactory work completion certificate/ sanction of payment	Certificate with validity: Plant Address:
3.	Bidder in house capacity	Bidder should have its own in- house plant and capacity to manufacture personalized EPIC on PVC cores/sheets with all security features as per the ECI guidelines	Mention per day capacity of supply of Personalized PVC EPICs as per ECI standards	

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 - A signature "R" on the right.
 - A circled "2" at the bottom right.

4.	Financial Turnover	Annual turnover of the bidder during the preceding three financial years, should be at least Rs. 3 crore from the business of supply of PVC PAN cards or PVC Driving License Cards or PVC ATM or PVC Debit Cards or PVC ID-Cards or PVC EPICs etc.	Audited Balance Sheet of last 3 FYs + CA Certificate with CA's Registration Number/ Seal	
5.	Financial Net Worth	The net worth of the all bidders as on 31-03-2020 should be Positive.	CA Certificate with CA's Registration Number/ Seal	
6.	Tax Registration And Clearance	GST Registration Certificate Last GST Return filed copy The bidder should have a registered number of: i. GST where his business is located iii. Income Tax / PAN number.	Copies of GST registration Last GST Return filed copy	
7.	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their 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; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) comply with the code of integrity as specified in the bidding document. e) not have been black-listed by any government or any government statutory agency. f) not sublet the contract, if awarded. g) have submitted only one bid only.	A Self Certified letter as per (Self-Declaration)	

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- 3) In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -
- a. the procuring entity shall disqualify a bidder as per the provisions under "Clause: Exclusion/ Disqualification of bids "; and the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

3. INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Tender Documents

- a) 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.

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- 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: -
 - a. Last date of submitting clarifications requests by the bidder: as per bid document
 - b. 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

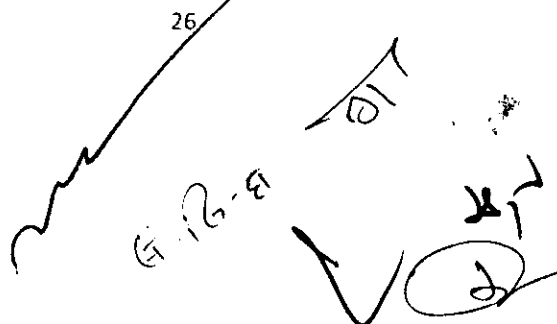
- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional 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.

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6) **Submission of Bid**

- a) The bid is for "Short-listing of Suppliers for Supplying Personalized PVC EPICs".
- b) 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>
- c) 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>
- d) 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.
- e) 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..
- f) 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.
- g) 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.
- h) While uploading Technical Bid/submitting bid, the bidder should physically submit 5 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 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 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.
- i) 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.

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- j) Bidders may submit their Bids through electronic method i.e. through <http://eproc.rajasthan.gov.in> on or before bid submission date/time.
- k) 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

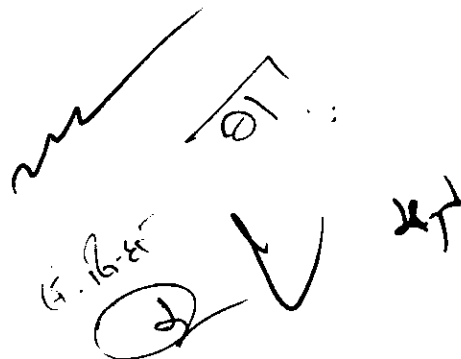
- a) The Bids shall be opened by the BEC/DPC on the date and time mentioned in the NIB in the presence of the Bidders or their authorised representatives who choose to be present.
- b) Only Technical bids will be opened first and PE will evaluate Technical Bid(s) as per criteria set-forth in this Bid 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) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- e) 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.
- f) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:-
 - a. bid is accompanied by bidding document fee, bid security or bid securing declaration, relevant duly filled in documents as per annexure(s) given in the Bid Document;
 - b. bid is valid for the period, specified in the bidding document;
 - c. 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.
 - d. any other information which the committee may consider appropriate through e-Proc method.
- g) 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:
 - i. Technical Bid Submission Sheet and Technical Bid containing the duly filled in Bidding Forms

- and 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);
- ii. proof of payment of price of Bidding Document, Bid Security, in accordance with Bid Document;
 - iii. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with Bid Document;
 - iv. documentary evidence in accordance with Bid Document establishing the Bidder's eligibility to bid;
 - v. samples conforming to the ECI standards/guidelines and as required in the Bid Document;
 - vi. any other document required in the BDS; and
 - vii. others considered necessary otherwise to strengthen the Bid submitted.
- e) The Financial Bid shall contain the following:
- i. Financial Bid Submission Sheet and the applicable Price Schedule(s) with supporting relevant documents in accordance with bid document;
 - ii. Any other document required in the BDS.
- f) The technical bid shall consist of the following scanned documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding Document Fee (Tender Fee)	Instrument/ Proof of submission#
2.	Bid Security Amount	Instrument/ Proof of submission#
3.	RISL processing fee	Instrument/ Proof of submission#
4.	Bid Securing Declaration, if any	Annexure-6
Eligibility/Technical Documents		
1.	Dully filled-in digitally signed Bid Document as a token of acceptance of Bid unconditionally to be uploaded	All pages of the Bid Document should be digitally signed by the bidder/ authorized signatory
2.	Dully filled in Eligibility Criteria laid in the Bid	Relevant column must be filled in
3.	Technical Bid submission sheet	Bidding Form No. 1
4.	Manufacturer and Security Printer Certificate	Bidding Form No. 2
5.	Pre bid query format, if any	As per Annexure-1
6.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm or bidders may itself submit bid	As per Annexure-2 (A)/2 (B)
7.	Declaration by Bidders (Self Declaration)	As per Annexure-3
8.	Certificate of Conformity/ No Deviation	As per Annexure-4
9.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility of bidders	As per the format mentioned against the respective eligibility criteria clauses or mentioned in the bid document
10.	BOM dully filled in (Yes/No)	As per Annexure-5
11.	Samples (5) of Personalized PVC EPICs	#



 15.16.25

a) Financial bid Part-B shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid submission sheet	Bidding Form No. 3
2.	Financial Bid – Covering Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-8
3.	Price Schedule/Financial Bid	Annexure-9

b) After awarding of LOA/LOI/Work Order:-

S. No.	Documents Type	Document Format
1.	Performance Security Amount	Instrument/ Proof of submission
2.	Performance Securing Declaration, if any	Annexure-10
3.	Agreement of Contract on appropriate value of non judicial stamp paper	As per Annexure-11

c) Appeal :-

S. No.	Document Type	Document Format
1.	Grievance handling procedure during procurement process, if any	Form No. 1

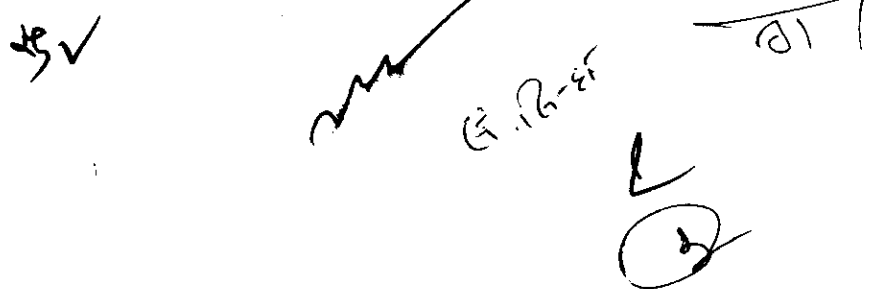
Note:

- Clear and legible scanned copy duly digitally signed by authorised signatory must be uploaded on the e-Proc website on or before prescribed last date/time along with digitally signed Bid. Also its corresponding physical original instrument(s), samples duly marked and signed shall be handed over to the PE with cover letter in sealed envelope on or before prescribed last date/time beyond which its corresponding Bid shall be treated as a non responsive bid, hence rejected.

All the other formats be duly filled in and other necessary documents making the bidder eligible technically must be digitally signed by the authorised signatory appropriately and then digitally signed bid must be uploaded on the e-Proc website on or before last date/time.

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

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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:
 - a. 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
 - b. 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.
 - c. 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 or a bid securing declaration shall necessarily accompany the technical bid.
- d) Bid Security instrument or cash receipt of Bid Security or a Bid securing declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, 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. 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

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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: -
 - 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 supply/ work order within the specified period;
 - c. 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;
 - d. when the bidder does not deposit the performance security within specified period after the supply/ 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].
- k) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- l) No interest shall be payable on the bid security.
- m) 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.
- n) 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. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public

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Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document.

- 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) Process of Selection :

- (i) In technical evaluation of bids, bidders technically qualified will be short listed for next stage i.e. financial bids. The technically qualified bids will be preferably minimum 3 numbers.
- (ii) Financial bids of only technically qualified and short listed bidders, shall be opened.
- (iii) Out of 3 financial bids L1 will preferable considered.

14) Lack of Competition :

In case of situation of lack of competition arises the provision given in RTPP Act, 2012 and RTPP Rules, 2013 will be followed.

15) 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) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) 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.

16) Evaluation & Tabulation of Technical Bids

a) 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

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material deviation, reservation, or omission where: -

- i. "deviation" is a departure from the requirements specified in the bidding document;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
- i. if accepted, shall:-
 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
 - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. The BEC/DPC shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

- a. Provided that a Bid is substantially responsive, the Procuring Entity may waive any nonconformity (with recorded reasons) in the Bid that do not constitute a material

Deviation, reservation or omission.

b) the Procuring Entity may request that the Bidder to submit the necessary information or documentation, on or before specified date/time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

- c. The BEC/DPC may rectify non-material non-conformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

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Note: In case of above situation, all the clarification/information/documents sought by the BEC/DPC shall be uploaded on e-Proc website for specific bidder(s) and within the specified date/time the Bidder(s) has/have to respond with sought information/documents in proper manner.

C) 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.

- d) The number of firms qualified in bid evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- e) The bidders who qualified in the technical bid examination, their financial bid would only be opened.

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:-

- a) 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;
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) conditional Bids are liable to be rejected;
- d) 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
- e) the offers shall be examined and marked L1, L2, L3 etc.
- f) the Committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- g) the members of BEC/DPC shall give their recommendations for short-listing of up to 3 lowest Bidders or most advantageous bidders Bid and sign it.
- h) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

18. Correction of Arithmetic Errors in Financial Bids

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

- a) 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;

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- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

If the Bidder that submitted the lowest examined Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

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.

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.
- c) The BEC/DPC shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the DPC, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The BEC/DPC shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the BEC/DPC may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/

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supply order be awarded to the bidder who accepts the counter-offer. This procedure should be used in exceptional cases only.

g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

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) Exclusion of Bids/ Disqualification

a. A procuring entity shall exclude/ disqualify a Bid, if: -

- i. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
- ii. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
- iii. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;

d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;

e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;

f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.

c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -

- a. communicated to the concerned bidder;
- b. published on the State Public Procurement Portal, if applicable.

23) Acceptance of the successful Bid and award of contract

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.

a) The procuring entity after considering the recommendations of the BEC/DPC and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject

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the successful Bid. If any member of the BEC/DPC has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.

- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) The procuring entity shall ensure that the price of short-listed successful bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall short-list successful bidders up to 3 (max.) whose financial offers have been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful short-listed bidders, in writing, that its Bid has been accepted.
- g) As soon as a short-listing of bidders up to 3 in numbers is accepted by the competent authority, its written intimation shall be sent to the concerned bidders by registered post or email and asked to execute agreement(s) in the format given in the bidding documents on a non-judicial stamp of value mentioned in the Bid and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within no. of days as mentioned in the document from the date on which Letter of Acceptance (LOA) or Letter of Intent (LOI) is placed with successful short-listed bidders . Until a formal contract is executed the LOA or LOI shall constitute a binding contract.
- h) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful short-listed bidders is signed and its performance security is obtained.

24) 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.

25) Right to vary quantity

- a) If the procuring entity does not procure any subject matter of procurement or procures less than

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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: -
 - a. up to 50% of the value of goods or services of the original contract.

26) Performance Security

- c) All the successful short-listed bidders up to 3, have to execute agreement and furnish performance security.
- d) 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 5% or as may be specified in the bidding document, of the amount of supply order in case of procurement of goods. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.

- d) Performance security shall be furnished in any one of the following forms: -

- a. Bank Draft or Banker's Cheque of a scheduled bank;
- b. 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;
- c. 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.

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- 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. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
- 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:-
 - a. 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
 - b. 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
 - c. when Bidder short-listed fails to commence or make complete supply of the Goods or Related Services satisfactorily within the time specified; or
 - d. When any terms and conditions of the contract is breached; or
 - e. Failure by the Bidder short-listed to pay the Procuring Entity any established dues under any other contract; or
 - f. 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.

27) Execution of agreement

- a. 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.
- b) If the successful short-listed bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance

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Security Declaration, as the case may be, within the specified time period, the Procuring Entity shall forfeit the Bid Security of the successful short-listed bidders/ execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.

- c) The Bid Security of the Bidders whose Bids could not be accepted shall be refunded/ returned soon after the contract with the successful short-listed bidders is signed and his Performance Security or Performance Security Declaration is obtained.
- d) The short-listed bidders will be required to execute the agreement on a non-judicial stamp of appropriate amount as per Procurement Rules which can be purchased from anywhere in Rajasthan only.

28) 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.
- c) Notwithstanding as mentioned in the Bid Document, from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it should do so in writing
- d) In addition to the restrictions specified in section 49 of the Act. the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

29) 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 -
 - a. at any time prior to the acceptance of the successful Bid; or
 - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the

procurement and shall return such unopened bids or proposals.

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- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

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30) 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 -
 - I. 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;
 - II. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - III. not indulge in any collusion, Bid rigging or anti- competitive behavior to impair the transparency, fairness and progress of the procurement process;
 - IV. not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
 - V. 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;
 - VI. not obstruct any investigation or audit of a procurement process;
 - VII. disclose conflict of interest, if any; and
 - VIII. 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.
- c) 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: -
 - a. exclusion of the bidder from the procurement process;
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c. forfeiture or encashment of any other security or bond relating to the procurement;
 - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

31) 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



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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.

32) 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.

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33) 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.

34) Offenses by Firms/ Companies

c) 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.

d) 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.

e) For the purpose of this section-

- a "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
- b "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.

35) Debarment from Bidding

a) A bidder shall be debarred by the State Government if he has been convicted of an offence

- a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
- b. 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

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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.

36) Sample/ Sample Test checking (Supply):

(i) FOR SUMMERY 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 Summery 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 Election Department can at its discretion, randomly select any district of the State in any quarter to get done random testing of PVC EPIC cards. This random checking can be done at Headquarter level.

37) Monitoring :

Regular monitoring will be done by election department at HQ level. Vendor is required to provide details in prescribed format as given below, after each delivery. (ANNEXURE 11)

4. 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.

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- 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 fulfilment 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

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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

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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 -
 - a. delivering it to the person personally; or
 - b. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
 - c. 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

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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) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills.
- b) Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.
- c) In case, recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

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

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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

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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.

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b) The goods will be delivered at the FOR destination i.e. Store of the DEO of the district concerned in perfect condition.

18) **Inspection**

a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided. Inspection shall be made at supplier's/ selected bidder's godown at Jaipur (at supplier's/ selected bidder's cost).

b) The supplier/ selected bidder shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.

c) After successful inspection, it will be supplier's/ selected bidder's responsibility to dispatch and install the equipment at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

19) **Drawl of Samples**

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

20) **Testing charges**

Testing charges shall be borne by the Government for supply of goods. 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.

21) **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.

22) **Delivery period & Extent of Quantity – Repeat Orders**

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- 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 bidder 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.

23) **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.

24) **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.

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- 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.
- 25) **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):**
- a) 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/ instali/ complete:-
- o delay up to one fourth period of the prescribed delivery period: 2.5%
 - o delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
 - o delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
 - o 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.
- 26) 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.

- 27) **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.

28) **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.

29) **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

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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.

30) **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 it's 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.

31) **Termination**

a) **Termination for Default**

- 1. 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:
 - i. if the Supplier fails to deliver any or all of the Goods and/ or Related Services within

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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

- ii. if the Supplier fails to perform any other obligation under the Contract.
 - iii. 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.
2. 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.

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: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

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in the appeal.




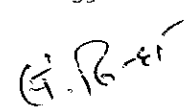


- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered 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
- (c) (ii) peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (d) 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.
- (e) The order passed under sub-clause (c) above shall be placed on the State Public Procurement Portal.




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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: Princ. Secretary, 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

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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 the eligibility and 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 Declaration, 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;

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- (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: _____


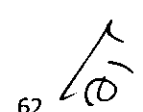


Signed: _____

Date: _____

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

Complete Address _____

Tel: _____ Fax: _____ E-mail: _____


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EPIC-ET




BIDDING FORM NO.-2:

Manufacturer and Security Printer Certificate

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

Date: _____

NIB No.: _____

To,

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

WHEREAS

We, who are "manufacturer and security printer" of PVC EPIC 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/guidelines/norms

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: _____

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ANNEXURE-1: 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 duly 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**".

[Handwritten signatures and marks]

raj.pvc.epic@gmail.com

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ANNEXURE-2(A): BIDDER'S AUTHORIZATION CERTIFICATE (to be filled by the bidder)

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

To,

{Procuring Entity}

Additional Chief Electoral Officer

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

Ref: NIB No. date:

WHEREAS

We, who are "manufacturers and security printer" of _____

having factory(ies) at _____

do hereby authorise (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 for Supply of Personalized PVC EPICs"

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: -

Authorised Signatory: -

Seal of the Organization: -

(Includes complete address)

Verified Signature:

Name:

Position:

Date: -----

Place: -----

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A. B. S. 65
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ANNEXURE-2(B): DECLARATION BY BIDDER(to be filled by the bidder)

(To be given on the letter head of the Manufacturer and Security Printer)

To,

{Procuring Entity}

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

Ref: NIB No. date:

Declaration

I/We a legally constituted firm
and represented by

.....
declare that I am/ we are "Manufacturers and Security Printer" and are in business of
Personalization of PVC EPICs that conform to the specifications mentioned in the bid and ECI
standards.

If this declaration is found to be incorrect then without prejudice to any other action that may
be taken, my/ our Bid Security may be forfeited in full and the bid may be cancelled.

Signed: _____

Name: _____

In the capacity of: _____

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

Date: _____

Tel: _____ Fax: _____ e-mail: _____

[Handwritten signatures and initials]
A. B. S. R.
66
[Signature]

ANNEXURE-3: SELF-DECLARATION (Declaration by Bidder regarding Qualifications){to be filled by the bidder}

To,

{Procuring Entity}

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

Declaration by Successful Bidder

In relation to my/our bid submitted for "Supply of Personalized PVC EPIC " conforming to 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 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;
- j) 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.
- k) We agree to extend the validity of bid submitted on the communication of the PE.
- l) 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.
- m) 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.
- n) We have submitted only one bid.
- o) 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.
- p) 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.
- q) We, after personalisation at our manufacturing site, shall return the personalized EPIC on PVC cards along with data to the concerned DEO and get receipt.
- r) 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: -

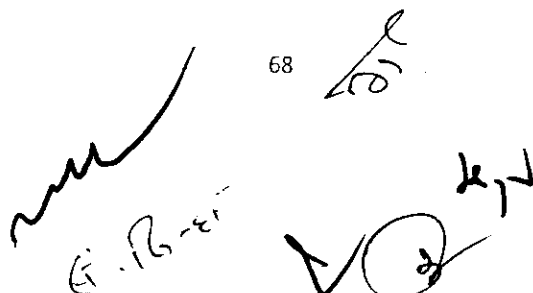
Authorised Signatory: -

Seal of the Bidding Organization: -

Date: _____

Place: _____

68



The image shows a handwritten signature and a circular stamp. The signature is written in black ink and appears to be 'G. B. ...'. The stamp is a circle with a checkmark inside, and some illegible text around it. The number '68' is written above the signature.

ANNEXURE-4: CERTIFICATE OF CONFORMITY/ NO DEVIATION

To,

{Procuring Entity}

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

CERTIFICATE

This is to certify that, the specifications of "Personalized PVC EPICs" 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", to meet the desired Standards set out in the bidding Document/ECl.

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 ECl norms/guidelines/circulars.

5. I/We, understand the IPR of the EPIC data given for personalization by us, lies with your department or ECl 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: -

Authorised Signatory: -

Seal of the Organization: -

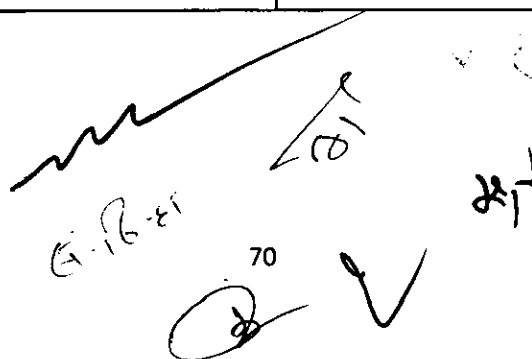
Date: _____

Place: _____

(Handwritten signatures and stamps)
AIB-69
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AIB
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ANNEXURE-5: 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 MANTIONED IN THE BID DOCUMENT (YES/NO)
1.	SHORTLISTING OF SUPPLIERS UP TO 3 IN NUMBERS (MAX.) TO SUPPLY OF PERSONALIZED PVC ELECTORS' PHOTO IDENTITY CARDS (EPICS) CONFORMING TO ECI GUIDELINES & COMPLAINCE TO THE BID.	23 LACS PERSONALIZED PVC EPICS (Approx)	



 G.B. 81

 70

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ANNEXURE-6: BID SECURING DECLARATION

Form of Bid Securing Declaration

Date: [insert date (as day, month and year)]

Bid No.: [insert number of bidding process]

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:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with you, for the duration of contract starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, more specifically, if we:

- a. withdraw or modify our Bid after deadline for submission of bids, during the period of bid validity specified in the Bid Data Sheet (hereinafter "the BDS"); or
- b. having been notified during the period of bid validity specified in the BDS, about the acceptance of our Bid by you,
 - i. fail or refuse to execute the Contract Agreement within the time period specified in the BDS,
 - ii. fail or refuse to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the ITB") within the time period specified in the BDS,
- c. not accept the correction of arithmetical errors in accordance with the ITB; or
- d. breach a provision of the Code of Integrity specified in the RTPP Act, RTPP Rules and the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful short-listed bidders, upon the earlier of (i) our receipt of your notification to us of the name of the successful short-listed bidders; or (ii) thirty days after the expiration of our Bid.

Signed: _____ [insert signature of person whose name and capacity are shown]

Name: _____ [insert complete name of person signing the Bid-Securing Declaration]

In the capacity of: _____ [insert legal capacity of person signing the Bid-Securing Declaration]

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

[insert complete name and address of the Bidder] Dated on _____ day of _____, 20____ [insert date of signing]

Handwritten signatures and marks:

- Top left: A stylized signature.
- Center: A signature with the number "71" written above it.
- Below center: The text "(F. B. E)" written in a cursive hand.
- Right side: A signature that appears to be "DIP" written upside down.
- Bottom center: A circled signature.

Corporate Seal _____ [affix corporate seal of the bidder]

Note:

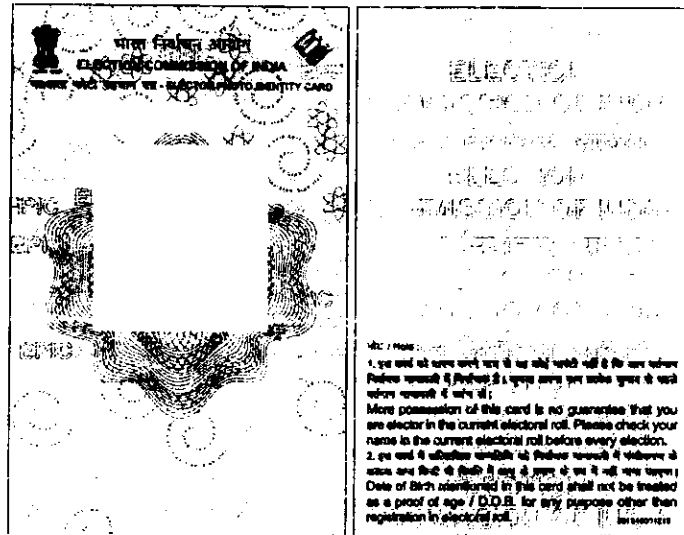
Bid Securing Declaration shall only be dully filled in by the Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.


E.P. - 81
BTP
K, N
72 

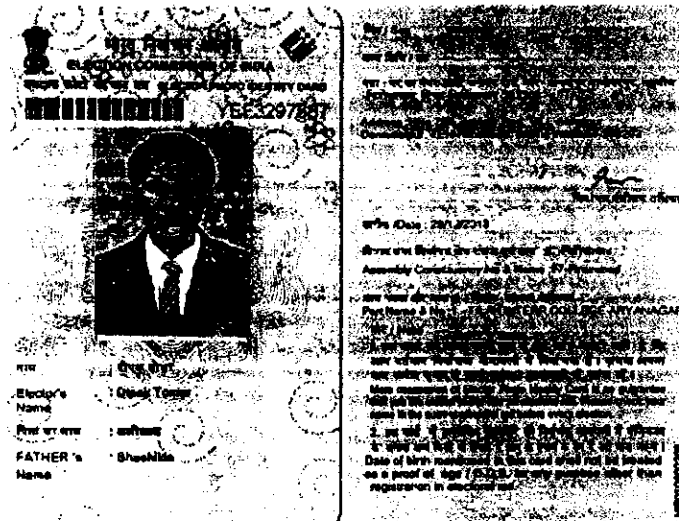
ANNEXURE-7:

Indicative Sample of PVC EPIC

Sample of Pre-Printed-PVC Card (Indicative only):



Sample of Personalized PVC EPIC (Indicative only):



NOTE:

(THE ABOVE IMAGES OF PERSONLIZED PVC EPIC, IS INDICATIVE ONLY AND NOT TO SCALE). PERSONALIZED EPIC ON PVC CARDS/SHEETS SHOULD BE CONFORMING TO THE ECI GUIDELINES AND AS SPECIFIED IN THE BID DOCUMENT STRICTLY.

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Handwritten signatures and initials are present at the bottom of the page, including a large signature on the left and several smaller initials and marks on the right.

(Part-B: Financial Bid)

BIDDING FORM NO. 3:

Financial Bid Submission Sheet

Date:

NIB No.:

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 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) The total Price for our Bid is: _____

(d) 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

(e) 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.

(f) 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 authorised to sign the Bid for and on behalf of: _____

Complete Address _____

Tel: _____ Fax: _____ E-mail: _____

74

Part-B-FI

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ANNEXURE-8: 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
Office of the Chief Electoral Officer, Election Department,
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 personalisation 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 ail 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 sot of supply is materialized/settled.

G. B. - E

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:

Handwritten notes and signatures including:
A large wavy line at the top.
"F.P-ET" written below the line.
A signature that appears to be "10/1" with a checkmark to its right.
The initials "KJ" written below the signature.
A circled number "76" with a signature over it.
The initials "L.H." written at the bottom right.

ANNEXURE-9: FINANCIAL BID (BoQ)

Financial Bid Format (BoQ)

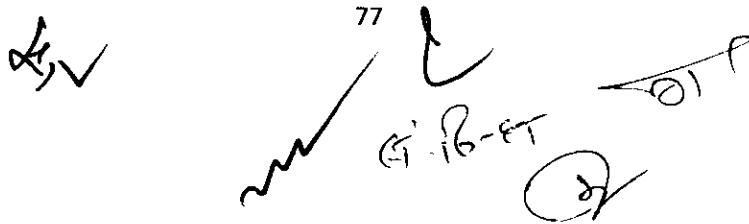
(Short-listing of Supplier for the Supply of PVC Personalized Electors Photo Identity Cards (EPIC) conforming to ECI guidelines/ standards)

S. No.	Name & Description of Item	Unit	Estt. Qty.	Unit Cost in INR	Total Cost in INR Before Tax (this includes all levies & other incidental charges, if any)	Applicable Tax as on date (Tax Name & percentage Tax)	Applicable Tax in INR on Total Cost	Total Cost in INR (Inclusive all taxes, charges, levies etc.)
1	2	3	4	5	6=4x5	7	8	9=6+8
1.	Short-listing for Supply of Personalized Electors Photo Identity Cards (EPIC) on Standards based PVC Cards during the contract period, conforming to ECI guidelines/ standards (as per scope of work given in the Bid Document with FOR Destination: Store of the office of all DEOs of the State as per their requirement)	Per Card	2300000					
2.	Total		2300000					
3.	Total Amount in figures							
4.	Total Amount in words							

Note:

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>. Bidders should not fill any information in the above format & submit physically; otherwise the bid shall be treated as nonresponsive. Bidder should submit their financial bid online on e-Proc website/Portal only. Up to 3 bidders will be short-listed on the lowest rate.

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 GIB-ET

Annexure-10: PERFORMANCE SECURITY DECLARATION

Form of Performance Security Declaration

Date: _____ [insert date (as day, month and year)]

Contract Name and No.: _____ [insert name and number of Contract]

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:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfilment of our all performance obligations under the Contract for "**Short-listing of Supplier for Supply of Personalized PVC Electoral Photo Identity Cards (PVC EPICs)**".

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of [Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed] starting on the date that we receive a notification from you, the [Designation of the Procuring Entity] that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract.

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: _____ [insert signature of person whose name and capacity are shown]

In the capacity of: _____ [insert legal capacity of person signing the Performance Security Declaration]

Name: _____ [insert complete name of person signing the Declaration]

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

[insert complete name and address of the Bidder] Dated on _____ day of _____, _____ [insert date of signing]

Corporate Seal

Note:

Performance Security Declaration shall only be dully filled in by the 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.

[Handwritten signatures and marks]
A 16-81

ANNEXURE-12: DRAFT AGREEMENT OF CONTRACT FORMAT



(This Agreement shall be executed on the non-judicial stamp-paper)

Agreement

An agreement made this _____ day of _____ between _____

(hereinafter called "the Supplier" [here "the means short-listed 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 WITNESSETH 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
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%

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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.

6. The RTTP Act, 2012/Rules, 2013 promulgated, their amendments issued by the State Government shall also be the part of this contract agreement.

7. 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.

8. 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.

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

Handwritten signatures and initials are present at the bottom of the page, including a large signature on the left, a signature in the center, and initials 'G. R. E.' and 'BIR' on the right.