

**Office of the Chief Electoral Officer,
Jammu & Kashmir,**

Nirvachan Bhawan, Rail Head Complex, Jammu
Phone No.0191-2477519 Fax No.0191-2477389 Email: ceo-jk@nic.in
"Greater Participation for a Stronger Democracy"



NIB (Notice Inviting Bids)

NIB No: e-NIT/CEO/2022/2

Dated: 25-06-2022

Sealed Single Stage two-envelopes unconditional online Bids are invited on <http://jktenders.gov.in> on behalf of the Chief Electoral Officer, J&K and Ladakh UTs, for the short-listing of "PVC card manufacturer and security printer with capacity of personalization" for the item as listed below up to 03:00 p.m. on 18th July, 2022.

S. No.	Name of Article	Specifications	Quantity per annum	Estimated Procurement	Price of Bidding Document (Rs.)	Amount of Bid Security (Rs.)	Validating Period of Bid	Place of printing and Delivery
1.	"Printing and supply of PVC Personalized Colour Elector's Photo Identity Cards (EPIC)"	As mentioned in the bid/ ECI guidelines	50 lacs (approximately)	90 lacs (approximately)	1000/-	20 lacs	180 Days	Assistant Chief Electoral Officer, Kashmir and Assistant Chief Electoral Officer, Jammu

1. Price and/or purchase preference as per Instructions to Bidders shall be admissible in evaluation and award of Contract.
2. The bid is for Rate Contract for short-listing of suppliers for the above mentioned item.
3. 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.
4. 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 <https://jktenders.gov.in> & <https://ceojk.nic.in> The price of Bidding Document may be paid alongwith user charges/ processing fee at the time of online submission of the Bid.
5. Bids, duly signed on all pages (as mentioned in the bid document) and serially numbered, should be submitted electronically only, by following the electronic Bid submission procedure as specified on the portal.
6. The scanned copy of Bid Document Fee, Bid Security & Cost of Tender Document in the form of Demand Draft or Banker's cheque pledged to Accounts Officer O/O Chief Electoral Officer, J&K and Ladakh UT, shall be uploaded online only upto 3:00 p.m. on 18th July, 2022.
7. The cost of tender documents Rs.1000/- (Rupees One Thousand only) shall be deposited in the Treasury under receipt Head 0070-OAS Other Administrative Services.
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/ cost of tender document, Bid Security, etc. shall be as provided on the last date of submission of tender document i.e., upto 3:00 p.m. on 18th July, 2022.
10. The Technical Bids shall be opened on 20th July, 2022 at 11:00 AM in the office of Chief Electoral Officer, Nirvachan Bhawan, Rail Head Complex, Jammu.
11. Bid inviting agency is not bound to accept the lowest Bid and may reject any or all Bids without assigning

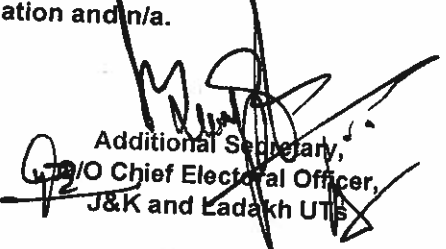
any reason thereof.

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.

Sd/-
Chief Electoral Officer,
J&K and Ladakh UTs

Copy to:

1. Director Information and Public Relation Department, J&K UT for information and with the request to kindly public the Tender in the two leading local news papers (two from Kashmir and two from Jammu) and one National News paper on 25th June, 2022.
2. Deputy Chief Electoral Officer, Kashmir/Jammu for information.
3. Assistant Chief Electoral Officer, Kashmir/Jammu for information and n/a.
4. Concerned file.

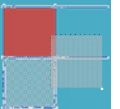

Additional Secretary,
J&K Chief Electoral Officer,
J&K and Ladakh UTs

2022

REQUEST FOR PROPOSAL

Office of Chief Electoral Officer, J&K and Ladakh UTs

Bid Document For Rate Contract
[Single Stage Two Envelope (Two
Parts)] Through e-Procurement Method
**“Print Service Providers for Printing and
Personalized PVC Electors’ Photo
Identity Cards (EPIC)” based on**
Open Competitive Bidding Process.



Sections of the Bid Document/RFP

- Notice Inviting Bid
 - Bid Data Sheet
 - Section 1: Scope of work, directions, specification, security of data contract period, Role of DEO, flow chart.
 - Section 2: Pre-qualification criteria, Technical bid evaluation sheet, selection process.
 - Section 3: Instructions to Bidders
 - Section 4: General and Special Conditions of Contract
 - Section 5: Grievance handling procedure
 - Section 6: Technical Bid submission sheet, security printer certificate, other certificates and formats, sample card
 - Section 6B: Financial Bid, agreement format
- Sample

**Office of Chief Electoral Officer,
Jammu & Kashmir and Ladakh UTs,
Nirvachan Bhawan, Rail Head Complex, Jammu

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NIB No: e-NIT/CEO/2022/2

Dated: 25-06-2022

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7. The cost of tender documents Rs.1000/- (Rupees One Thousand only) shall be deposited in the Treasury under receipt Head 0070-OAS Other Administrative Services.
8. Bids received after the specified time and date shall not be accepted. Off-line bids shall not be entertained.
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10. The Technical Bids shall be opened on 20th July, 2022 at 11:00 AM in the office of Chief Electoral Officer, Nirvachan Bhawan, Rail Head Complex, Jammu.
11. Bid inviting agency 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.

Sd/-
**Chief Electoral Officer,
J&K and Ladakh UTs**

Schedule for RFP		
S. No.	Activity	Date
1.	Date of issue of the RFP	25-06-2022 (Saturday) at 11:00 a.m.
2.	Pre Bid Conference Venue- Nirvachan Bhawan, Rail Head Complex, Jammu	01-07-2022 (Friday) at 11:00 a.m.
3.	Last date for submission of written queries (Through email only) for clarification on Bid Document	30-06-2022 (Thursday)
4.	Date of issue of clarifications	05-07-2022 (Tuesday)
5.	Bid submission Start Date	25-06-2022 (Saturday) at 11:00 a.m.
6.	Last Date of submission of Bids	18-07-2022 (Monday) upto 3:00 p.m.
7.	Opening of pre-qualification sheets Venue: Nirvachan Bhawan Rail Head Complex, Jammu	20-07-2022 (Wednesday) at 11:00 a.m.
8.	Opening of Financial Offers	22-07-2022 (Friday) at 11:00 a.m.

Bid Data Sheet (BDS)

1.	Ref. of Invitation of Bids	NIB No: e-NIT/CEO/2022/2 Dated: 25-06-2022
2.	Name and address of officer as the Procuring Entity (PE) and for clarification purposes	Election Department(ED) Chief Electoral Officer, J&K and Ladakh Nirvachan Bhawan Rail Head Complex, Jammu
3.	Placing Work Order/Payment authority	Accounts Officer O/O Chief Electoral Officer, J&K Nirvachan Bhawan Rail Head Complex, Jammu
4.	Subject Matter of Procurement	“Short listing of Print Service Provider for Printing, Personalizing and supplying Colour PVC Electors’ Photo Identity Cards (EPIC)”as per Scope of Work and Specification as mentioned in the Bid Document
5.	For Destination	1. Assistant Chief Electoral Officer, Kashmir Darul Intikhab M.A. Road, Srinagar 2. Assistant Chief Electoral Officer, Jammu Nirvachan Bhawan, Rail Head Complex, Jammu
6.	Joint Venture/Consortium/ Association of Bidders	Shall not be allowed
7.	Contract period	The contract shall be in force for 3 years and can be extended upto 1 year or part thereof at the same rates terms and conditions.
8.	Bid Procedure	Single stage two Envelops Bidding (Two parts) rate contract Open Competitive Bid procedure
9.	Bid Evaluation Criteria (Selection Method)	Short listing upto 3 to 4 (max) bidders whose rates are financially L1 after technically qualified.
10.	Website for downloading Bidding Document Corrigendum, Addendums etc.	Website: https://jktenders.gov.in and https://ceojk.nic.in
11.	Bid Document Fee	Rs.1000/- (Rupees One Thousand only) shall be deposited in the Treasury under receipt Head 0070-OAS Other Administrative Services
12.	Bid Security and Mode of Payment	Rs.20.00 lacs (Rupees Twenty Lacs) in DD in favour of Account Officer O/O Chief Electoral Officer, J&K
13.	Language of BID	English
14.	Alternate Bids	Not permitted
15.	Bid submitted	Original bid: unconditional and with no deviation

Note:

- 1) Bidder (authorized signatory) shall submit their offer of Technical and Financial Bid (single stage Two Envelops Bid-Two Parts) through e-Proc website/portal. However, DD for Bid Document Fees, Bid Security and 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 shortlisted bidders.
- 4) Bidder (authorized signatory) shall submit their offer online in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, Processing Fees and Bid Security

should be submitted physically at the office of procuring Entity as prescribed in NIB, and a scanned copy of same should also be uploaded alongwith the technical Bid/Cover.

- 5) In case any bidder fails to physically submit the Banker's Cheque/Demand Draft for Tender Fee, Bid Security, and 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 "Accounts Officer O/O Chief Electoral Officer, J&K UT"
- 6) To participate in the online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per information Technology Act, 2000 t 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.
- 7) The Department will not be responsible for delay in online submission for 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 the website due to heavy load or any other unforeseen problems.
- 8) Bidder are also advised to refer Bidders Manual Kit available at e-Proc website for further details about the e-Tendering process.
- 9) The Procuring entity reserved the complete right to cancel the bid process and reject any or all the Bids.
- 10) 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.

Section-I

1. Scope of work (SoW):

1) Background:

- In an effort to prevent electoral fraud, EPICs or Electoral Photo Identity Cards were introduced by Election Commission of India in the year 1993. Guidelines have been issued by ECI from time to time to incorporate various security features in EPIC.
- **The Election Commission of India has directed** that “Colour PVC Card manufacturer and security printer” with in-house printing on PVC sheet with security features and capacity of personalization, and proper security management to be selected.
- **EPIC** to be supplied with prescribed security features and personalization details printed upon them.
- **The ECI has also directed** that EPIC cards will be procured by CEOs.
- The Bidders are requested to examine the instructions, terms and conditions, specifications and ECI guidelines on personalized PVC EPICs issued in time to time which are available on ECI website, given in the bid. Failure to furnish all required information in every respect will be at the Bidder’s risk and may result in the rejection of bid.
- It will be imperative for each Bidder(s) to familiarize itself/themselves with the prevailing legal situations for the execution of contract. This Department shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained. Neither any time extension 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 correctness and sufficiency 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 and Conditions and specifications are intended to be strictly enforced alongwith ECI guidelines 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 for all the deliveries and deliverables within the stipulated timelines.
- The procurement entity reserves right to cancel part or complete bids without giving any reason thereof which shall be accepted by all bidders.
- The Personalized PVC EPICs shall be supplied with prescribed security features and personalization details printed upon them and hot stamping of Holograms.

2) Specification of card:

a. Card type:

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

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

Proposed Layering is mention in the RFP document

- b. **Card size:** CR 80 (86mm x 54mm x 0.76mm) variation permissible of plus and minus 5%
- c. **Thickness:** 760 microns (=-/10%)
- d. **Lamination:** Glossy/Mat finishing
- e. **Design & Layout:** Indicative design provided with bid document.
Election department may alter the design, colour scheme and layout any time.
- f. **ISO standard:** CR-80 type adhering to ISO/IEC 7810/10373 standards.
- g. **Special Features:** QR Bar code with 3000+ text characters.
However, Election department may alter the size, specification and layout of the QR code anytime before or during the currency of the contract.

h. Indicative list of card features:-

- a) **Hologram:** Hologram size (after stamping): 16mm x 12mm. To be hot stamped made up of 19-23 micron polyesters film of Gold/Silver shade. Hologram will be supplied to the Card Printer by PE.
- b) **Micro test:** Test as border of the photograph in size 19 to 25 micron
- c) **Ghost image printing:** Resident photograph (Front side)
- d) **Guilloche pattern** on the base of the card. Design shall be provided by Election Department (three colour guilloche design)
- e) **The National Emblem** printed on the upper hand corner and Election Commission of India logo printed on the upper right hand corner in colour.
- f) Hologram hot stamping:**
1. Reel/Sheet of hologram, mentioning number of reels and hologram/will be delivered by the PE to vendor for hot stamping.
 2. The exact number of holograms contained as the reel must be documented by card printer as a secure document.
 3. The related tests of holograms before stamping will also be provided by the PE to card printers.

i. Other Features:-

BACK:-

1. Relief tint of "Election Commission of India" in bilingual English & Urdu/Hindi.
2. Personalization:

Front:-

- i. Election Commission of India in English & Urdu/Hindi
- ii. Elector Photo Identity Card in English & Urdu/Hindi below Election Commission of India.
- iii. EPIC number of the Elector printed in alphabets and numbers and also in "bar code" in the specified place.
- iv. Colour photo of the Elector
- v. Name of the elector, printed in English and Urdu/Hindi and its detail

- vi. Relation Name, printed in English and Urdu/Hindi and its detail
- vii. **National Emblem:** To be printed on the upper left-hand corner (5.00mm from left edge and 4.00 mm from top edge)
- viii. **EPIC number:** To be printed below the National Emblem (5.00 from left edge and 2.00 mm above the photograph). Font of the EPIC number printed on both sides of card should be “Arial Rounded Bold MT” for better readability by the Optical Character Readers (OCRs).
- ix. **Photograph of elector:** To be printed at the left corner below the EPIC number Width– 21.00 mm, Height – 28.00mm (3.00 mm from the left edge and 5.00mm above the bottom edge).
- x. **ECI Logo:** To be printed on the upper right hand corner (4.00 mm from top edge and 5.00 mm from right edge)
- xi. **Ghost Image:** Width 7.00mm, Height 9.00mm (5.00 mm from right edge and 31.00 mm from bottom edge).
- xii. **Ghost EPIC Number:** To be printed at right side of Ghost image in vertical (bottom-up) direction (2.00 mm from the right edge).
- xiii. **Hologram:** At the right bottom corner (3.00 mm from the edges)
- xiv. **Elector’s Name, Relative’s Name, Gender and Date of Birth** to be printed (in English and regional language) on the right-side of photograph of the elector. Either Age or DOB shall be printed on the card. Age will be printed in case DOB is not available in the E-Roll data.

Back:-

- i. “Sex” printed in English and Urdu/Hindi language and its value/detail.
- ii. “Date of birth/Age” printed, in English and Urdu/Hindi language and its value/detail.
- iii. “Address” printed, in English and Urdu/Hindi language and its value/detail.
- iv. “Assembly Constituency number and Name” printed, in English and Urdu/Hindi language and its value/detail.
- v. “Part Number and Name” printed, in English and Urdu/Hindi language and its value/detail.
- vi. “Date” and its value/detail.
- vii. Scanned signature of Electoral Registration Officer.
- viii. “Electoral Registration Officer” printed, in English and Urdu/Hindi language and its value/detail.
- ix. The following would be printed at the bottom of the EPIC in English and Urdu/Hindi:-
 - ✓ **Note:-**
 - a) Mere possession of Elector Photo Identity Card is no guarantee of name being present in electoral rolls. Please check your name in the current electoral rolls before every election.
 - b) Date of birth mentioned in this card shall not be treated as proof of age or date of birth for any purpose other than registration in electoral rolls.
- x. **Facsimile signature of Electoral Registration Officer:** To be printed on the top left corner.
- xi. **QR code:** To be printed below the “facsimile signature of ERO” on the left side of the card (4.00 mm from the left edge and 14.00mm below the top edge).
 - ✓ Width – 25.00mm, Height – 25.00 mm
 - ✓ QR Code will consist of EPIC No., Name of elector, Relative’s Name, Date of

- Birth/Age.
- ✓ Provision to read QR code printed on the card will be made available on Voter Helpline App (VHA).
 - xii. **EPIC Number:** To be printed below the QR code (7.00 mm from the left edge and 10.00 mm above the bottom edge).
 - xiii. **Electors' Address, Electoral Registration Officer and AC/PC No. & Name and "Note"** are to be printed in bilingual (in English and regional language) to the right side of QR code.
 - xiv. **Voter Helpline No.(1950), CEO's website address and Old EPIC No. (if available)** issued to the elector, if any, are to be printed below the horizontal red line, at the bottom of the card.

Note: The above specifications may be changed as per the guidelines of Election Commission of India. The Vendor has to supply the PVC Cards as per the guidelines of ECI in force from time to time.

3) Security of Data:

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

iv. Information Security:

The Information security applicable to these PSP has been categorized as below:

- i. Human Resources
- ii. Asset Management
- iii. Access Control
- iv. Password Policy
- v. Cryptography
- vi. Physical and Environmental Security
- vii. Operations Security
- viii. Communications Security
- ix. Information Security Incident Management
- x. Compliance
- xi. Change Management

v. Sorting of Data:

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

The Service Provider is required to sort the received data Pincode-wise. This is to ensure grouping together of all the Cards meant for delivery to one Pincode. Vendor is expected to understand the directions issued by the ECI from time to time and deliver the EPICs in the covers as per the letters instructions so that DEO will handover the same to the Postal Department for further distribution to the concerned electors.

4) Important Directions:

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 CEO. This bid is being invited on behalf of CEO of UT J&K and Ladakh, therefore, after executing agreement, CEO would be acting as Procurement Entities (PEs) for this bid;
- (b) The successful shortlisted bidders have to coordinate with the Election Department, during execution of the work.
- (c) Chief Electoral Officer, J&K and Ladakh UTs will place work/supply order for "Printing and supply of personalized PVC EPIC Bid security Features" with the duration of the contract period as per their need with the shortlisted successful bidders called "vendors" along with the relevant Data of EPIC online such as Email/Google-Drive/FTP to the Vendors' server, if any, etc. CEO will be responsible to provide only those EPIC data of electors which are required to personalize the PVC EPICs in appropriate format (in this CEO 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 CEO to rectify. The vendor is responsible to supply the personalized PVC EPICs Assembly Constituency wise to the District concerned. There should not be any lapses in this arrangement.
- (d) Supply schedule is given as follows:

S.No.	Event	Date of supply order/Data	Supply of personalized colour PVC EPICs by vendor
a.	During Continuous updation	1-10 th every month 11-20 th of every month 21-last day of every month	15days 15 days 15 days
b.	During Summary Revision	Weekly	15 days
c.	During Special Campaign	Weekly	15 days

- (e) The personalized colour PVC EPICs should be of the best quality and lasting long unlike the EPIC printed through desktop printing machine one by one. There should be automated process to ensure 100% accuracy.
- (f) The vendor will deliver the personalized colour PVC EPICs to the concerning Assistant Chief Electoral Officer (ACEO) 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.
- (g) The Election Department will take out few EPICs out of the supplied lot (one out of 10000 cards but minimum of 4 cards) and get them tested by approved lab.

- (h) 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.
- (i) The vendor will submit periodical statement of Account of Cards (indicative list of columns which can be modified/added/deleted):
1. S.No.
 2. Order received (no. date and quantity)
 3. Data Received in appropriate form (intellectual Property Rights – IPR lies with the Department)
 4. Personalized PVC EPICs delivered by the vendor with consignment no., date, quantity
 5. Nondisclosure 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.
- (j) ACEO will maintain a record of every supply order placed in the form such as (indicative list of columns – ACEO may modify/add/delete it):
1. S.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 alongwith 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 alongwith quantity
 9. Remarks, if any
- (k) ACEO will get randomly selected samples tested and keep a record viz., (indicative list of columns – ACEO 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)

5) Contract period:-

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

b) Deliverables:

CEO (performing as PE) shall place supply/work order according to their need or urgency during the contract period with a reasonable supply period. ACEO shall receive supply i.e. Personalized PVC EPICs.

c) Supply Plan:

Estimated Quantity of personalization of PVC EPIC (No guaranty of these figures of Personalization of PVC EPICs which can be increased or decreased):

No.	Year	Expected quantity
a.	2022-2023	50 lacs
b.	2023-2024	35 lacs
Grand Total		

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

d) Replacement of defective Personalized PVC EPICs:

All the expenses towards replacing defective Personalized PVC EPICs to ACEOs shall be borne by successful short listed bidders only. The vendor has to provide Personalized PVC EPICs with in a stipulated time as mentioned by the CEO concerned. The concerning ACEOs shall safely dispose of all the defective cards and rejected lot(s) of cards.

e) The bidders will be responsible for auto enveloping and handling of cards.

f) Management, Supervision of Supply/Coordination etc. by short-listed bidders:

The successful shortlisted bidders have to appropriately establish a setup in the UT to coordinate, track, manage and control supplies. The successful shortlisted bidder will supply Personalized Colour PVC EPICs ERO wise to the concerned. There should not be any lapses in this regard otherwise the period for supply of Personalized Colour PVC EPICs to the destination mentioned in the supply on which LD (Liquidated Damages) clause will be applicable.

Section II

ELIGIBILITY/QUALIFICATION CRITERIA AND TECHNICAL EVALUATION:

1) Pre-qualification criteria

Evaluation of pre-qualification criteria will be as per the information/response provided by the bidders against pre-qualification criteria alongwith the relevant supporting documents.

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

A) CRITERIA FOR PRE-QUALIFICATION

1. Name of the bidder
2. Mailing Address
3. Telephone and Fax Number
4. E-mail address
5. Name and designation of the person authorized to make commitments to Election Department (Certificate of Authority to be provided)
6. Year of establishment of firm
7. Other financial activities of the firm/company

S.No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
1.	Company registered in India under the companies Act, 1956/Companies Act, 2013	Certificate of incorporation/ Registration in the name of the bidder valid as on the date of bid submission		
2.	Category of Bidder. Bidder should be "PVC Card Manufacturer and Security Printer" and should have capacity of personalization	a. Visa Card or Master Card or RuPay or RBI or IBA or Aadhar Card or PAN Card (Please attach valid certificate) or b. ISO 27001 and ISO 90001		
3.	Experience – Bidder should have past experience of any kind of PVC Cards with security features of work orders equal to:- 3 completed work orders of Rs.1 crore each or more during last three years ending 31-03-2022 OR 2 completed work of Rs.2 crore each or more during last three years ending 31-03-2022 OR 1 completed work of Rs.3 crores each or more during last 3 years ending 31-03-2022	Certified copy of statutory audit mentioning address of manufacturing plant.		
4.	Bidder in house capacity Bidder should have installed capacity to	Per day capacity of supply of personalized PV cards		

	manufacture personalized cards on PVC core/sheet with all security features of not less than 10,000 per day for every 1 crore electors in the Electoral Roll of the cumulative UT for which the bidder takes orders			
5.	Financial Turnover – Annual turnover of the Bidder during the preceding 3 financial years should be atleast 3 crores from the business of printing PVC cards	Audited Balance Sheet of last 3 years CA certificate with registration number and seal		
6.	Financial Net worth as on 31-03-2022 should be positive	CA certificate with registration number/seal		
7.	Mandatory undertaking	Bidder should:- i. Not be insolvent, bankrupt etc. ii. not have their directors, being convicted of any criminal offence iii. not have any conflict of interest in the procurement comply with the code of integrity iv. not have been blacklisted by any Government agency. v. Not have any affiliation with any political party vi. Not sublet the contract vii. Have submitted only one bid (a self certified letter as per self declaration)		
8.	Bidder should have facility and experience of printing and experience of printing with variable data and Hologram Hot stamping	Self certification duly signed by authorized signatory. However the same shall be inspected by CEO's office before final selection.		
9.	GST registration and clearance Bidder should have GST where his business is located. Should have TIN (income tax)/PAN number	Copies of GST registration last GST returned filed, TIN registration and PAN		
10.	The bidder must have successfully completed PVC card printing projects within India during last 5 years awarded by Government / PSU / banks.	Copy of work orders or certificate of work completion with date		

Note: Above mentioned are Minimum Prequalification criteria, without which the firm will be disqualified. However for selection in financial bid stage, marks will be allotted and merit will be decided as per the technical evaluation sheet given.

2) TECHNICAL EVALUATION:-

Technical evaluation sheet

S.No.	Criteria	Max. Marks	Marks Obtained	Documents submitted
1.	Capability and Profile			
1.1	Infrastructure Quality	15		
	1. Space available, free and utilized (Minimum free space required should be commensurate to store 10 days production capacity)	8		
	2. Space connectivity (by road, rail and air)	3		
	3. Physical security etc. a. Round the clock security provision b. CCTV surveillance Cameras at all strategic location (both inside and outside the premise) with 30 days recording facilities. c. Entry only through biometric/Card punching system.	4		
1.2	Quality of Machines (How to meet the required output per day with working sheet)	10		
	(i) Automation	2		
	(ii) Computerization	2		
	(iii) Production in volumes	4		
	(iv) Integration of processes	2		
1.3	Quality/experience of Technical personnel (preferably more than three years experience)	10		
	(i) Project Manager	3		
	(ii) IT Team	4		
	(iii) Operation Team	3		
2	Past experience of the Firm	50		
2.1	Average Annual Turnover from the Printing operations (including PVC cards) within India only, during the previous three financial years (2019-2020, 2020-2021 and 2021-2022)	10		
	(i) 3 crores/more than 3 crores and less than 4 crore	10		
	(ii) More than 4 crore	15		
2.2	Value of completed PVC card printing projects within India during last three years awarded by Government/PSUs/Banks as on 31-03-2022	15		
	(i) More than 3 crores, less than 4 crores	10		
	(ii) More than 4 crores	15		
2.3	Experience in years	15		
	(i) 5 or more than 5 years, but less than 10 years	10		
	(ii) More than 10 years	15		

2.4	Installed capacity of printing colour PVC EPICs	15		
	(i) Upto 20,000 per day	10		
	(ii) More than 20,000 per day	15		
3	Presentation for proposed methodology	5		
3.1	Printing, Hot stamping, Assembling and Dispatch Solution, Quality of proposed MIS	2		
3.2	Brief profile of the firm	1		
3.3	Physical and Data security	1		
3.4	Innovation and features beyond proposed requirements	1		
	Total	100		

- viii. Bidder should submit 10 Sample PVC cards, Envelope and cover letter as per RFP technical specification and ISO standards. Election Department reserves the right to get it checked from Government Testing Labs. Any deviations from specifications may result in disqualification.
- ix. Inspection will be conducted by a team of department officials on the directions of CEO, to check security arrangements, infrastructure, machines and equipments, personnels as per the bid document. Any deviation may result in immediate disqualification.
- x. Election Department reserves the right to visit the proposed locations for physical verification of site, stated capacity and capability.

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

Important:

Method of marking and documents required:

- 1) **For infrastructure quality** documents related to area, address security features duly signed by authority should be annexed.
- 2) **Quality of machines** documents related to make, model number year of machine should be annexed.
- 3) **Quality/ experience of technical personnel** documents related qualification and years of experience of staff should be annexed.
- 4) **Presentation** Bidder must submit the presentation with photographs, videos (if required) detailing the facilities (in line with the bid requirements) of the proposed location(s) and other criteria with the online bid. The presentation can be submitted in hard copy also.

3) SELECTION PROCESS:

1. EVALUATION OF PROPOSALS: The evaluation of the proposal will be done in following parts:

- a) **Preliminary Scrutiny:** Each proposal will be scrutinized by a Screening Committee/ Central Level Purchase Committee (CPC) of Election Department to determine whether the documents have been properly signed, all relevant papers submitted and the proposal is in order. Proposals not conforming to such requirements will be prima facie rejected.
- b) **Pre-Qualification:** The minimum qualifying criteria mentioned in Table 1 of Section2 will need to be met to be considered for technical evaluation.

c) Technical Evaluation:

1. The bid will be evaluated based on the weightings and parameters detailed in Table 2 at Section 2 based on the Evaluation Parameters”, points shall be awarded and Total Technical Score (TS) computed for each bid.

2. In order to qualify as 'Technically Qualified Bidder' (TQB), the bidders should have scored a minimum of 60 marks. Only TQBs with minimum of 60 marks will be considered for financial evaluation.

2. SELECTION OF FIRMS:

1. The Financial Bids of only the 'Technically Qualified Bidders' will be opened to prepare first list of L1, L2 etc.
2. The lowest rate L1, received from a qualified bidder will be treated as the "**Discovered Rate**".
3. Once the L1 bidder is identified, the bidder at L2, L3 will be given first rights to match the L1 rate in order to receive an order for carrying out the services.
4. In the interest of time, the bidders from L2 to the highest will be asked to match the Discovered Rate simultaneously.
5. **In case of a tie:-**
 - a. In case of a tie between 2 bidders at L1 level (Discovered Rate) after the opening of the financial bid, no further bid will be considered for L2. Bidder with Higher Technical Score will be treated as L1 (Discovered Rate) and other as L2 (Matching L1). Remaining qualifying bidders will be treated as L3 and so forth.
6. If only one bidder qualified after the technical evaluation, the Election Department will have the right to select the single qualified bidder or cancel the RFP. In case Department decides to continue with single qualified bidder, the entire volume may be allocated to the single qualified bidder for the contract period.
7. The Election Department reserves the right to call for a second bid process to select a total of two firms for execution of the project.
8. Bidder need to provide their financial bid as per the format provided in the RFP. Financial evaluation shall be conducted on the basis of the unit rate quoted by the respective bidders.

Section-III

INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/Tender Documents

The sale of bidding documents shall commence from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to Bid's opening on the <http://jktenders.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 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/J&K 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 the Department and the delivery [including unloading and staking 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-Pro website. Only date of Pre-Bid meeting and the responses to the queries would be available on e-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 ceo-ik@nic.in and not to be uploaded on e-Pro website. In case the soft copy of the dully filled in pre-Bid query format, is uploaded on e-Pro website then it would not be entertained and processed.
- c) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- d) Prospective bidders may attend pre-bid meeting. The procuring entity may clarify doubts of only to potential bidders in respect of the project which are given in writing 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.
- 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 finalized minutes and responses, if any, shall be provided through 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 websites as mentioned in NIB.

4) Changes in the Bidding Documents

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

6) Submission of Bid

The bid is for "Short listing of print service providers for printing and personalizing PVC electors photo identity cards".

- a) All prospective bidders advised to carefully go through the bid document provided on the various websites as mentioned in the bid document so that they will come to know what exactly is demanded. While bidders submitting their Bids electronically shall follow the electronic bid submission procedure as specified on the <http://jktenders.gov.in>.
- b) The bidders required to digitally sign each page of the bid as a token of acceptance of bid by the authorized signatory failing which the bid may liable to be nonresponsive and rejected. The signed bid shall be uploaded using DSC to e-Proc website, <http://jktenders.gov.in>.
- c) All the columns viz., compliance (in yes or No) of Eligibility Criteria, BOM, Financial Bid and their associated necessary documents properly signed etc. should be duly filled in and uploaded.
- d) Technical bid containing Eligibility Criteria and technical aspects/information/documents should be separately uploaded and Financial bid shall also be uploaded separately alongwith respective associated documents as mentioned in the bid document.
- e) While submitting the complete Bid Document as mentioned above instruments for tender fee amount and bid security fee amount should be physically sent to the Procuring Entity on or before mentioned date and time failing which the bid may liable to be nonresponsive and rejected.

- f) Financial bids shall be opened of only bidders qualified technically and fulfilling eligibility criteria. The date of opening for which shall be intimated later on.
- g) While uploading Technical Bid/submitting bid, the bidder should physically submit 10 nos. of sample of Personalized PVC EPICs conforming to technical specifications as mentioned in the bid document/ECI guidelines. All the samples shall be suitably numbered e.g. 1/5, 2/5..... 5/5 so on, alongwith marking of bidder's name (in short) and have authorized sign (bidders name) in such a way that while they are sent for testing by Procuring Entity, 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 Procuring Entity for submitting samples with the bid as well as supply of Personalized PVC EPICs, are strictly conforming to ECI standards/norms/guidelines and as specified in bid document, otherwise those bids would be rejected out rightly.
- h) The Procuring Entity shall get the samples supplied separately by the bidders, tested. If the result of testing anyone of the sample(s) attached does not conform to the specifications mentioned in the bid and ECI standards/guidelines, then the corresponding bid shall be rejected. Therefore, bidders must be careful while submitting sample of Personalized PVC EPICs with bid.
- i) Bidders may submit their bids through electronic method i.e., through <http://jktenders.gov.in> on or before bid submission date/time.
- j) The Procuring Entity is not responsible about non submission of bid electronically in time due to any technical or non-technical reason(s) whatsoever, therefore, prospective bidders are suggested to avoid last minute submission of bid.

7) Opening of Bids:

- a) The Bid shall be opened by the BEC/CPC on the date and time mentioned in the NIB in the presence of the Bidders or their authorized representatives who choose to be present.
- b) Only Technical bids will be opened first and as per Pre-qualification criteria technical bids of firms meeting pre-qualification criteria will be evaluated and marks will be allotted as per the Technical evaluation criteria given. Procuring Entity will evaluate Technical Bid(s) as per criteria set-forth in the Bid Document.
- c) The Financial Bids will remain unopened until the technical bid evaluation is done.
- d) The Financial evaluation technical bids qualified will be evaluated and final selection will be done on the basis of lowest rate received, irrespective of the marks obtained in the technical evaluation.
- e) The committee may co-opt experienced persons in the committee to conduct the process of bid opening.
- f) If electronic bidding is adopted, specified electronic bids opening procedure as specified on the State e-procurement portal shall be followed. The bidders may witness the electronic bid opening procedure online.
- g) The Committee shall conduct a preliminary scrutiny of the opened technical bids to assess the prima-facie responsiveness and ensure that the:-
 - i. Bid is as per pre-qualification criteria

- ii. 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.
 - iii. Bid is valid for the period, specified in the bidding document.
 - iv. 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.
 - v. Any other information which the committee may consider appropriate through e-proc method.
- h) The financial bid shall be kept unopened and shall be opened late 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 Procuring Entity 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 be not 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://jktenders.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, pre-qualification criteria documents, documents required for technical evaluation and other declarations related to Technical Bid and Code of integrity given as specified in annexure/appendix/bid forms in the Bid Document.
Note: If the prescribed formats provided in the Bid Document only, are not duly filled in as per the requirement for 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) **Checklist:**

S.No.	Category	Detailed description	Compliance (Yes/No)
1.	Pre-qualification Criteria	Signed and scanned copy of list and supporting document as per table ... of section..... Earnest Money Deposit	
2.	Technical Evaluation Criteria	Signed and scanned copy of list and supporting document as per table ... of section..... Copy of presentation	
3.	Financial Bid	Financial bid filled out in the formats as specified in Annexure..... schedule of price bid in the form of.....	

9) Cost & Language of Bidding

- a) The bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written only in English language. Supporting documents and printed literature that are part of the Bid may also be in English/Urdu/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/UT Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State/UT Government and Government Undertakings of the Central Government.
- b) In case of open competitive bidding, bid security as specified by the Government of the estimated value of subject matter of procurement put to bid. In case of:
 - i. Small Scale Industries (SSI) of J&K UT as specified by the UT Government for supply or the estimated value of subject matter of procurement mentioned in bid, and
 - ii. If not exempted participating in the procurement process, every bidder 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. However, the bid security originally deposited may be taken into consideration in case bids are re-invited.
- f) The bid security may be given in the form of a demand draft. The bid security must remain valid beyond the original or extended validity period of the bid.
- g) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security must be acceptable to the procuring entity.
- h) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- i) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of short listed successful bid and signing of Agreement and submitting performance security.
- j) The Bid security taken from a bidder shall be forfeited in the following cases, namely:-
 - i. When the bidder withdraws or modifies its bid after opening of bids;
 - ii. When the bidder does not execute the agreement, if any, after placement of supply/work order within the specified period;
 - iii. 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.
 - iv. When the bidder does not deposit the performance security within specified period after the supply/work order is placed; and
 - v. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document/as per J&K Govt. rule.
 - vi. 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 shortlisted 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:
 - i. The expiry of validity of bid security
 - ii. The execution of agreement for procurement and performance security is furnished by the successful shortlisted bidders;
 - iii. The cancellation of the procurement process.

12) Deadline for the submission of Bids:

- a) Bids shall be submitted on e-proc website up to the time and date specified in the NIB or an extension issued thereof, if any.
- b) Normally, the date of submission and opening of bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity.
- c) If, in the office of the bids receiving and opening authority, the last date of submission or opening of bids is a non-working day, the bids shall be received or opened on the next working day.
Late Bids: The procuring Entity shall not consider any bid that arrives after the deadline for submission of Bids, in accordance with bid document. Such Bids shall be declared late, rejected, and returned unopened to the Bidder.

13) Lack of Competition:

In case of situation of lack of competition arises the decision of Procuring Entity shall be the final.

14) Clarification of Bids

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

15) Evaluation and Tabulation of Technical Bids

a) Determination and Responsiveness

- i. The Bid Evaluation Committee (BEC)/Central Purchase Committee (CPC) 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.
- ii. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission.

16) Tabulation of Technical Bids

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

17) Evaluation and 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 Bid Evaluation Committee (BEC)/Central Purchase Committee (CPC) 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.

18) Correction of Arithmetic Errors in Financial Bids

The Bid Evaluation Committee (BEC)/Central Purchase Committee (CPC) 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 Bid Evaluation Committee (BEC)/Central Purchase Committee (CPC) 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.
- b) In case of the discrepancy between the quoted price in numbers and the amount in words, the amount in words will prevail.

19) Price/purchase preference in evaluation

Price and/or purchase preference notified by the UT Government 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.

21) Procuring Entity's right to accept any bid and to reject any or all bids

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

22) Information and publication of award

Information of award of contract shall be published on <http://jktenders.gov.in>.

23) 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 Letter of Authority (LOA) or Letter of Intent (LOI) is dispatched to the Bidder. LOA or LOI shall constitute a binding contract until a formal contract is executed.

24) Cancellation of procurement process

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

25) Right to vary quantity

The Procuring Entity reserves the right to make the decision in this regard.

26) Performance Security

- a) All the successful shortlisted bidders, have to execute agreement and furnish performance security.
- b) Prior to execution of agreement, Performance Security shall be solicited from the successful short listed bidders except Department of the State/UT Government and undertakings, corporations, autonomous bodies, registered societies, cooperative societies which are owned, controlled or managed by the State/UT Government and undertakings of Central Government.

However, a performance security declaration shall be taken from them. The State/UT Government may relax the provision of Performance Security in particular procurement.

- c) The amount of performance security shall be decided by the Procuring Entity separately.
- d) Performance security shall be furnished in any one of the following forms:-
 - i. Bank Draft of a scheduled bank;
 - ii. National Saving Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a post office, 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. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of Accounts Officer O/O 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 alongwith the interest earned on such Fixed Deposit.
- e) Performance Security furnished in the form specified in clause (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.
- f) Failure of the successful shortlisted bidders to submit the above mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security.

g) Forfeiture of Performance Security:

The amount of Performance Security is full or part may be forfeited, including interest, if any, in the following cases:-

- i. When the Bidder shortlisted does not execute the agreement in accordance with the bid within the specified time period, after issue of acceptance/placement of supply order; or
 - ii. When the Bidder shortlisted fails to commence the supply of the Goods or related services as per supply order within the time specified; or
 - iii. When bidder short listed fails to commence or make complete supply of the goods or related services satisfactorily within the time specified; or
 - iv. When any terms and conditions of the contract is breached; or
 - v. Failure by the Bidder shortlisted to pay the Procuring Entity any established dues under any other contract; or
- h) Notice will be given to the bidders short listed with reasonable time before Performance Security deposited is forfeited. The decision of Procuring Entity 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 shortlisted.

27) Interference with Procurement Process

A bidder, who:-

- a) Withdraws from procurement process after opening of financial bids;
- b) Withdraws from the procurement process after being declared the successful shortlisted bidders;
- c) Fails to enter into procurement contract after being declared the successful shortlisted 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 shortlisted 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 Rs.50 lacs (Rupees Fifty Lacs only) or 10% of the assessed value of procurement, whichever is less.

28) Debarment from Bidding

- a) A bidder shall be debarred by the State/UT Government if he has been convicted of an offence:
 - i. Under the J&K Prevention of Corruption Act, 2006; or
 - ii. Under the Prevention of Corruption Act, 1988 (Central Act No.49 of 1988); or
 - iii. Under the Indian Penal Code, 1860 (Central Act No.45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a Procuring Entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The Procuring Entity, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

29) Monitoring

Regular monitoring will be done by J&K Election Department at HQ level.

Section IV

GENERAL TERMS AND CONDITIONS OF TENDER AND CONTRACT

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

Definitions

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

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

l) "The Site", where applicable, means the designated project place(s) named in the bidding document.

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

1) Contract Documents

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

2) Interpretation

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

3) Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/selected bidder and the Purchaser, shall be written in English language only.

4) 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.

5) Delivery and 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.

6) 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.

7) 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 charges 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.

8) 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 alongwith 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 law in force.

9) Taxes and 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, licence 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, licence fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

10) 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 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.
- c) 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.
- d) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

11) Packing and Documents

- a) The supplier/Selected Bidder shall provide such packing of the PVC EPICs as is required to prevent their damage or deterioration during transit to their final destination. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage.
- 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.
- c) The PVC EPICs will be delivered at the FOR destination i.e., Store as mentioned in the Tender Document in perfect condition.

12) Delivery period and extent of quantity

- 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 Procuring Entity.
- b) The selected bidder shall arrange supplies within the stipulated time period.

13) Payment Terms and Schedule

- a) 100% payment shall be made as per details mentioned below by the concerned Procuring Entity as early as possible after submission of an invoice by the successful short listed bidder in a triplicate for payment:
 - On complete delivery of Colour Personalized PVC EPICs at the destination.
 - After deducting penalties, due to any reasons mentioned in the bid, if any.
- 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.

- e) Any penalties/liquidated damages, as applicable, for delay and non performance, as mentioned in this bidding document, will be deducted, as per the prevalent rules and regulations.
- f) Taxes, as applicable, will be deducted, as per the prevalent rules and regulations.
- g) Payment shall be made to the successful short listed bidders after all necessary formality as per rules have been fulfilled.

14) Penalties

I. Risk and cost:

In case, the contractor doesn't commence the work as required by the Procuring Entity 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 Liquidated Damages (LD) clause shall be attracted to the short listed bidder who was placed the order and could not commence the work.

II. Liquidated Damages (LD):

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

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

- a) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- b) The maximum amount of liquidated damages shall be 10% of the contract value.
- c) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- d) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

15) 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 whose decision shall be final and abided by all stakeholders.

16) 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 J&K UT HQ and no elsewhere.

17) 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 as 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.

18) 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 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.
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 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 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 the termination is for the 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 accepted by the concerned at the Contract terms and prices.

Section V

GRIEVANCE HANDLING PROCEDURE DURING PROCUREMENT PROCESS

The Procuring Entity shall reserves the right to deal with all grievances during procurement process.

Section VI (A)

BIDDING FORM No.1

Technical Bid Submission Sheet

Date

NIB No.

Alternative No, if permitted

To,

(Procuring Entity)
Chief Electoral Officer,
J&K and Ladakh UTs

We, the undersigned, declare that:

- (a) We have examined and have no reservation to the Bidding Document.
- (b) We declare that we fulfill eligibility criteria as per technical evaluation sheet and pre-qualification criteria in conformity with the Bidding Document and offer to supply in accordance with the specifications, the delivery schedule and other requirements as specified in bidding document for Supply of Personalized PVC EPICs.
- (c) Our Bid shall be valid for a period as mentioned in the BDS from the date fixed for the Bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) If our Bid is accepted, we commit to obtain a Performance security in the amount of percent of the Contract Price or shall submit the Performance Security 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/UT 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 J&K or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them.
- (j) We declare that we have complied with and shall continue to comply with the provisions as laid down in the Bidding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract.
- (k) We hereby agree in principle to be short listed after mutual agreement.

Name:.....

In the capacity of:.....

Signed:.....

Date:.....

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

Complete Address.....

Tel:..... Fax:..... E-mail:.....

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

Date
NIB No.

To,
(Procuring Entity)
Chief Electoral Officer,
J&K and Ladakh UTs

Whereas,

We, who are "Manufacturer and Security Printer" of PVC Cards with security features and Personalization process in our in-house factory(ies) situated at and also hereby declare that the above PVC EPIC Cards including Personalization to be supplied shall be conforming to ECI standards, specification of the bid, and other guidelines.

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 b document (as the case may be), our bid may liable to be rejected.

Name:.....
In the capacity of:
Signed:
Manufacturer's seal :
Tel:..... Fax:..... E-mail:.....

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

Name of the Company/Firm:

.....

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

Name of Person	Designation	E-mail ID(s)	Tel No./ Mobile & Fax Nos.

Company/Firm Contacts:

Contact Person (s)	Correspondence Address	E-mail ID(s)	Tel No./ Mobile & Fax Nos.

Query(ies)/Clarification(s) sought:

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

Note:

1. Queries must be strictly submitted only in the above 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 ceo-jk@nic.in and not to be uploaded on <http://jktenders.gov.in> **In case the softcopy of the dully filled in pre-bid query format, is uploaded on e-Proc website then it would not be entertained and processed.**
3. The bidders can submit their queries on or before the scheduled last date after Pre-Bid Meeting to be held alongwith softcopy, which can be emailed to ceo-jk@nic.in with a subject line of "PBQ for Short-listing for Personalized PVC EPICs".

BIDDER’S AUTHORIZATION CERTIFICATE
(To be filled by the bidder)
(To be given on the letter head of the Manufacturer)

To
(Procuring Entity)
Chief Electoral Officer,
J&K and Ladakh UTs

Ref: NIB No..... Dated.....

Whereas,
We, who are “manufacturer and security printer” of

.....
having factory(ies)

.....
do hereby authorize (name)
(Contact Numbers) Mobile Fax Email.....

to submit a Bid in relation to the invitation for Bids indicated above, the purpose of which is to provide the following Goods, manufactured by us and to subsequently negotiate and sign the Contract:

“Short-listing of Print Service Provider for supply of Personalized PVC EPICs with security features”

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:.....

SELF DECLARATION
(Declaration by Bidder regarding Qualification)
(To be filled by the bidder)

To

(Procuring Entity)
Chief Electoral Officer,
J&K and Ladakh UTs

Declaration by Successful Bidder

In relation to my/our bid submitted for "Supply of Personalized PVC EPIC cards with security features" conforming to specifications in Bid and ECI standards in response to the NIB Ref No..... dated..... as an Owner/Partner/Director/Authorised 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/UT Government or any local authority as specified in the Bidding Document;
- c) We are not insolvent in receivership, bankrupt or being wound up, not my/our affairs administered by a court or a judicial officer, not have its business activities suspended and not the subject or 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 are having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/UT/Central Government/PSU.
- f) We do not have any previous transgressions with any entity in India or any other country during the last three years.
- g) We do not have any debarment or black-listed by any other procuring entity.
- h) We declare that we have complied with and shall continue to comply with the provisions as laid down in the Bidding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract.
- i) We agree to extend the validity of bid submitted on the communication of the Procuring Entity.

- j) 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.
- k) 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.
- l) We have submitted only one bid.
- m) We give our in principle consent to be short-listed to mutually agree.
- n) We also agree that there would be upto 3-4 short listed successful bidders.
- o) We during the contract period, will collect only those EPIC data of electors by some mutually agreed mechanism (CEO and us) which are required to personalize the PV EPICs otherwise immediately for extra data/incomplete data, we will bring this into the knowledge of CEO to rectify.
- p) We, after personalization at our manufacturing site, shall return the personalized EPIC on PVC cards alongwith data to the concerned and get receipt.
- q) We, understand the IPR of the EPIC data given for personalization by us, lies with your department or ECI and will hereby undertake that the given data shall not be copied in any form, not shown/given to any entity, not retained in any form, not used for the purposed other than the purpose mentioned in the bid etc. The data shall be erased entirely once the matter of the lot of supply is materialized/settled.
- r) 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 Govt. of Jammu & Kashmir, my/our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder:

Authorised Signatory:

Seal of the Bidding Organization:

Date:.....

Place:.....

CERTIFICATE OF CONFORMITY/NO DEVIATION
(To be filled by the bidder)

To

(Procuring Entity)
Additional/Joint Chief Electoral Officer,
Jammu & Kashmir UT

CERTIFICATE

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

Thanking you,

Name of the Bidder:

Authorised Signatory:

Seal of the Bidding Organization:

Date:.....

Place:.....

BILL OF MATERIAL (BOM)

S.No.	Description of Item	Estimated quantity to be supplied during the contract period	Bidders acceptance of supply as per T&C mentioned in the Bid document (Yes/No)
1.	Shortlisting of Suppliers upto and Max 4 to Supply of Personalized PVC EPICs with Security features conforming to ECI guidelines and compliance to the Bid.	90 lacs Personalized PVC EPICs (Approximately)	

Name of the Bidder:

Authorised Signatory:

Seal of the Bidding Organization:

Date:.....

Place:.....

BID SECURITY DECLARATION
Form of Bid Security Declaration

Date.....

Bid No.....

To

(Procuring Entity)
Chief Electoral Officer,
J&K and Ladakh UTs

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid Security 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, 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 within the time period specified in the BDS.
- c) Not accept the correction of arithmetical errors in accordance with the instructions to the Bidders.

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:.....

Corporate Seal:.....

INDICATIVE SAMPLE OF PVC EPIC
New Secured EPIC with detailed specifications/dimensions



Note:

The above images of Personalized 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.

Section VI (B)

(Part-B: Financial Bid)

BIDDING FORM NO.2

Financial Bid Submission Sheet

Date:

NIB No.:

To

(Procuring Entity)
Chief Electoral Officer,
J&K and Ladakh UTs

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 to mutually agree. We also agree that there would be upto 3-4 shortlisted successful bidders.
- (f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may received.

Name:.....

In the capacity of:.....

Signed:.....

Date:.....

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

Complete Address:.....

Tel:..... Fax:..... E-mail:.....

FINANCIAL BID COVER LETTER FORMAT
(To be submitted by the bidder on his letter head)

To

(Procuring Entity)
Chief Electoral Officer,
J&K and Ladakh UTs

Ref : NIB No.....

Dated:.....

Dear Sir,

We, the undersigned bidder, having read and 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 and 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 180 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 shortlisted subject to mutually agree. We also agree that here would be upto 3 shortlisted successful bidders.
- 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 Department for extra data/incomplete data, to rectify.

- 12) I/We understand the IPR of the EPIC data given for personalization, lies with your department or ECI.
- 13) I/We, after personalization at our manufacturing site, shall return the personalized EPIC on PVC cards alongwith data to the concerned Department and get receipt.
- 14) I/We, would be responsible to the Election Department as per bid terms and conditions mentioned therein.
- 15) I/We, understand the IPR of the EPIC data given for personalization by us, lies with your Department or ECI and will hereby undertake that the given data shall not be copied in any form, not shown/given to any entity, not retained in any form, not used for the purposed other than the purpose mentioned in the bid etc. The data shall be erased entirely once the matter of supply is materialized/settled.
- 16) I/We, undertake the accountability of security of data, Holograms being provided by the Department and of EPIC cards being printed.

I/We agree to al the terms and conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard. I/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 responsible.

Date:.....

Signature of Authorized Signatory:.....

Name:.....

Designation:.....

FINANCIAL BID FORMAT (BoQ)

(Short listing of Manufacturer and Supplier of PVC Personalized Electors' Photo Identity Cards (EPICs) with security features conforming to ECI guidelines/standards and specification in bid document)

S.No.	Name & Description of item	Unit	Estimated Quantity	Unit cost in INR	Total Cost in INR before Tax (this includes all levies and other incidental charges, if any)	Applicable Tax as on date (Tax Name and 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.	Printing and Dispatch of PVC Personalized EPIC Cards with security features and Hot Stamping of Hologram as per the guidelines of ECI and specification of bid document FOR destination store of the office	Per Card	90 lacs					
2	Total		90 lacs					
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://jktenders.gov.in>. Bidders should not fill any information in the above format and submit physically, otherwise the bid shall be treated as nonresponsive. Bidder should submit their financial bid online on e-proc website/portal only. Upto 3 bidders will be shortlisted on the lowest rate.

PERFORMANCE SECURITY DECLARATION
Form of Performance Security Declaration

Date:.....

Contract Name and No.:.....

To

(Procuring Entity)
Chief Electoral Officer,
J&K and Ladakh UTs

Dear Sir,

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 fulfillment of our all performance obligations under the Contract for "Short-listing of Supplier for Supply of Personalized PVC Electors' Photo Identity Cards (PVC EPICs)".

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for a 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 Election Department 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)

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:.....

Corporate Seal:.....

DRAFT AGREEMENT OF CONTRACT FORMAT
To be mutually signed by selected bidder and procuring entity
(This Agreement shall be executed on the Non-Judicial Stamp paper)

AGREEMENT

An Agreement made this day of between

.....
(hereinafter called “the Security Printer and Supplier” [here “the means shortlisted printer and supplier”]), which expression shall, where the context so admits, be deemed to include his heirs successors, executors and administrators of the one part and the Chief Electoral Officer of J&K and Ladakh UTs (herein after called the Procuring Entity) on behalf of Election Department shall be performing all jobs/grievance redressal/activities etc. for this Bid during contract period), which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

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

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The bid document issued vide No..... dated..... and work order No..... dated..... shall be deemed to form and be read and construed as part of this Agreement.
3. i. Period of Contract will be..... to..... (the contract will be renewed after one year and can be extended further as mentioned in the bid).
ii. The period of contract may also be reduced or contract can be terminated on the basis of decision of Chief Electoral Officer, Jammu & Kashmir UT.
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 upto one fourth period of the prescribed delivery period, successful installation and completion of work	2.5%
b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation and completion of work	5.0%
c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation and completion of work	7.5%
d) Delay exceeding three fourth of the prescribed delivery period, successful installation and completion of work	10.0%

Note:

- i. Fraction of a day in reckoning period of delay in supplies/maintenance services shall be eliminated if it is less than half a day.
 - ii. The maximum amount of agreed liquidated damages shall be 10%.
 - iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.
7. 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 Election Department 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 above.

<p>Signed By:</p> <p>.....</p> <p>Designation:</p> <p>Company:</p>	<p>Singed By:</p> <p>.....</p> <p>Designation:</p> <p>Election Department</p>
<p>In presence of:</p> <p>.....</p> <p>Designation:</p> <p>Company:</p>	<p>In presence of:</p> <p>.....</p> <p>Designation:</p> <p>Election Department</p>
<p>.....</p> <p>Designation:</p> <p>Company</p>	<p>.....</p> <p>Designation:</p> <p>Election Department</p>

New PVC EPIC Sample -1

