# Election Department, Bihar Notice Inviting Tender National Competitive Bidding

1.	Name of the Work	Printing and supply of personalized Colour PVC EPIC with high security Hologram (hot stamped), welcome letter, voters pledge and voter guide with all other security features as per ECI guidelines.
2.	Mode of bid submission	Online Tender
3.	Tender Fee & Bid Security	Cost of Tender fee ₹5000/- (Rupees five thousand only) & Bid security ₹1.5 crore (Rupees one crore fifty lakh only)
4.	Date of publication of Tender on website	15.08.2025
5.	Date & Time for Pre-bid Meeting	23.08.2025 at 11:00 AM
6.	Pre-bid Query submission	On or before 22.08.2025, 05:00 PM
7.	Last Date & Time for submission of online bids	05.09.2025 by 05:00 PM
8.	Last Date & Time of submission of Bid Security in the form of DD/Bankers cheque/ Bank Guarantee and Tender fee in form of DD/Bankers cheque of any Nationalized/Scheduled Bank (Hard Copies)	06.09.2025 by 12:00 PM  Joint Secretary, Election Department 7, Mangles Road, Patna-800015
9.	Date & Time of Technical bid opening	06.09.2025 at 01:00 PM
10.	Helpline no.	8544429904/8114593952

Note:-Only e-tenders will be accepted.

Further details are available on Bihar Government e-procurement website

https://eproc2.bihar.gov.in/

(Joint Secretary)

Election Department, Bihar

# ELECTION DEPARTMENT BIHAR

# **Bid Document for Rate Contract**

[Single Stage Two Envelope (Two Parts)] Through e-Procurement Method "PRINT SERVICE PROVIDERS for Printing & Personalizing PVC Electors Photo Identity Cards (EPIC)" based on Open Competitive Bidding Process. This report (and any extract from it) is proposed for PE's use and may not be copied, paraphrased, reproduced, or distributed in any manner or form, whether by photocopying, electronically, by internet, within another document or otherwise for any purpose other than the project objectives specified by PE/ Govt. of Bihar. Further, any quotation, citation, or attribution of this publication, or any extract from it, is strictly prohibited without prior written permission.

## **Important Instructions**

- The Bidders are advised to acquaint themselves with the provisions of the procurement rules (Bihar Financial (Amendment) Rules, 2024) along with amendments before participating in the Bidding process. If there is any discrepancy between the provisions of the Rules and this Bidding Document, the provisions of the Rules shall prevail.
- 2. Bidders are advised to thoroughly read the bidding document, and by signing this document, they submit unconditional acceptance to all the terms & conditions of the bidding document without any deviations.
- 3. Each page of the Bid Document should be digitally signed as a token of acceptance of the bid by the authorized signatory or bidder. Thereafter the digitally signed bid should be uploaded on the e-Proc website/portal on or before the date/time. The PE is not responsible for any delay or failure to submit the bid in time by the bidder due to any technical or non-technical reason whatsoever.

## Sections of the Bid Document/RFP

- NIB
- Bid Data Sheet (BDS)
- **Section I:** Scope of work, directions, specifications, security of data, contract period, Role of DEO, flow chart.
- **Section II:** Pre-qualification criteria, Technical bid evaluation sheet, selection process
- Section III: Instructions to bidders.
- **Section IV:** General terms and conditions of contract.
- **Section V:** Grievance handling procedure.
- Section VI: A: Technical bid submission sheet, security printer certificate, other certificates and formats, sample card
- **Section VI: B:** Financial bid, agreement format Sample

# **ABBREVIATIONS & DEFINITIONS**

AERO	Assistant Electoral Registration Officer
	The bidder's representative/ officer vested (explicitly, implicitly, or
Authorised	through conduct) with the powers to commit the authorizing
Signatory	organization to a binding agreement. Also called signing officer/
Signatory	authority having the Power of Attorney (PoA) from the competent
	authority of the respective Bidding firm.
AV	Audio-Video
BG	Bank Guarantee
BDS	Bid Data Sheet
	A formal offer made in pursuance of an invitation by a procuring
Bid/ eBid/	entity and includes any tender, proposal or quotation in electronic
Tender/RFP	format, bidding document (e-Proc and manual), Request For Proposal
	and tender document
Bid Evaluation	Alias Departmental Purchase Committee (DPC) duly constituted by
Committee (BEC)	the Department for opening received bids and evaluate the bids till
Committee (BEC)	the agreement is executed and placing award of contract.
	Security provided to the procuring entity by a bidder for securing the
Bid Security/EMD	fulfilment of any obligation in terms of the provisions of the bidding
	documents.
	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor as
Bidder/Tenderer	per qualification laid herein, participating in the procurement/
	bidding process with the procurement entity.
	Documents issued by the procuring entity, including any amendments
Bidding Document	thereto, that set out the terms and conditions of the given
	procurement and includes the invitation to bid
ВоМ	Bill of Material
Cards	PVC Cards
СМС	Contract Monitoring Committee
Competent	An authority or officer to whom the relevant administrative or
Authority	financial powers have been delegated for taking decision in a matter
	relating to procurement. CEO, Bihar in this bidding document.
Contract/	A contract entered into between the procuring entity and a
Procurement	, , ,
	successful short-listed bidder.
Contract	
Contract/ Project	The Contract/ Project Period shall commence from the date of issue
	The Contract/ Project Period shall commence from the date of issue of Work order till the successful commissioning of the project (one-
Contract/ Project	The Contract/ Project Period shall commence from the date of issue

DEO	District Election Officer (Collector of District)
DyEO	Deputy Election Officer
	Alias Bid Evaluation Committee (BEC) duly constituted by the
DPC	Department for opening received bids and evaluate the bids till
	agreement is executed and placing award of contract.
DSC	Digital Signature Certificate
	Election Department, Office of the CEO, Bihar, 7, Sardar Patel Marg
ED	(Mangles Road), Patna – 800015, Bihar headed by the Chief Electoral
	Officer
ETDC	Electronic Testing & Development Centre
eProc/e-Proc	State e-Procurement Website/Portal i.e. https://eproc2.bihar.gov.in/
Website	State e 1100arement Website/1 ortal ne. https://epi002.billan.gov.iii/
EPIC	Elector's Photo Identity Card
ERO	Electoral Registration Officer
FOR/ FOB	Freight on Road or Freight on Board
	Govt. of India
	All articles, material, commodities, electricity, livestock, furniture,
	fixtures, raw material, spares, instruments, software, machinery,
	equipment, industrial plant, vehicles, aircraft, ships, railway rolling
Goods	stock and any other category of goods, whether in solid, liquid or
	gaseous form, purchased or otherwise acquired for the use of a
	procuring entity as well as services or works incidental to the supply
	of the goods if the value of services or works or both does not exceed
	that of the goods themselves
ICT	Information and Communication Technology.
	Invitation for Bids or Notice Inviting Tenders or Notice Inviting Bidders
IFR/NIT/NIR	(A document published by the procuring entity inviting Bids relating
	to the subject matter of procurement and any amendment thereto
	and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
In Writing	Communicated in writing form through letter, fax, email etc.
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT Information Technology	
ITB	Instruction to Bidders
JV/Consortium/	Joint Venture or Consortium or Association of Bidders participating
Association	in the bid
LD	Liquidated Damages
LOA/LOI	Letter of Agreement/Letter of Intent

Lowest	Short-listing of bidders up to 2(max.) who have participated in the bid		
Bidder/Bidders	online and quoted / agree to supply items on the financially lowest		
Diddely Diddelo	price (technically qualified) during the contract period.		
NCB	A bidding process in which qualified bidders only from within India		
NCB	are allowed to participate		
	National e-Governance Plan of Government of India, Department of		
NeGP	Information Technology (DIT), Ministry of Communications and		
	Information Technology (MCIT), New Delhi.		
Notification	A notification published in the Official Gazette		
OEM	Original Equipment Manufacturer		
PAN	Permanent Account Number		
	Printing of Electors' details such as Photo, Name, Relation, Relative		
Personalization	Name, DoB, Gender, Address, AC, Part Number etc. with ERO		
	Signature on PPPVC EPIC as per ECI guidelines/SoW and E-Roll Data		
PBQ	Pre Bid Query(ies)		
PSP	Print Service Provider		
PVC	Poly Vinyl Chloride (PVC)		
	Pre-Printed PVC EPIC card is Pre-Personalized or Non-Personalized		
PPPVC EPIC	PPPVC EPIC card		
PBG/Security			
Money	Performance Bank Guarantee		
PC	Procurement / Purchase Committee		
PQ/EC	Pre-Qualification bid criteria/Eligibility criteria		
PE	Procurement Entity		
	The process of procurement extending from the issue of invitation to		
Procurement	Bid till the award of the procurement contract or cancellation of the		
Process	procurement process, as the case may be		
	The acquisition by purchase, lease, license or otherwise of works,		
	goods or services, including award of Public Private Partnership		
Procurement /	projects, by a procuring entity whether directly or through an agency		
Public Procurement	with which a contract for procurement services is entered into, but		
- abile i rocarement	does not include any acquisition without consideration, and		
	"procure" or "procured" shall be construed accordingly		
PSD/ SD	Performance Security Deposit/ Security Deposit		
Purchaser/	Terrormance security beposit, security beposit		
Tendering	Person or entity that is a recipient of a good or service provided by a		
_	seller (bidder) under a purchase order or contract of sale. Also called		
Authority/ Procuring Entity	buyer.		
RFP	Paguast For Proposals		
	Request For Proposals  Paturning Officer		
RO	Returning Officer		

GST	Goods and services Tax	
	Any subject matter of procurement other than goods or works and	
	includes physical, maintenance, professional, intellectual,	
Services	consultancy and advisory services or any service classified or	
	declared as such by a procuring entity and does not include	
	appointment of any person made by any procuring entity	
Singular/Plural	If the context so requires singular means plural and vice versa.	
Signed Document	Signed Document using electronic Digital Signature Certificate (DSC)	
	Service Level Agreement is a negotiated agreement between two	
	parties wherein one is the customer and the other is the service	
SLA	provider. It is a service contract where the level of service is formally	
	defined. In practice, the term SLA is sometimes used to refer to the	
	contracted delivery time (of the service) or performance.	
SSDG	State Services Delivery Gateway	
State Government	Govt. of Bihar	
State Public	https://eproc2.bihar.gov.in/	
Procurement Portal	https://eprocz.binar.gov.iii/	
STQC	Standardisation Testing and Quality Certification, Govt. of India	
Subject Matter of	Any item of procurement whether in the form of goods, services or	
Procurement	works	
	Short-listing of more than one bidder who have participated in the	
Successful Bidders	bid online and quoted / agree to supply items on the financially	
	lowest price (technically qualified) during the contract period.	
GSTIN	Goods and services Tax Identification Number	
TPA	Third Party Auditors	
	Short-listing of up to 2bidders (max.) who have participated in the	
Vendors/Vendors	bid online and quoted / agree to supply items on the financially	
	lowest price (technically qualified) during the contract period.	
Website of CEO,	https://ceoelection.bihar.gov.in/	
Bihar	The post of the control of the contr	
WO/PO	Work Order/ Purchase Order	

Please note that all those terms which have not been explicitly defined in this document have the same meaning as in the General Clauses Act or any other Central or State Act/Rules.

#### (Format of NIB for Publication on State Public Procurement Portal)

# **Government of Bihar Election Department**

# **NIB (NOTICE INVITING BID)**

NIB No: 04 Date: 15.08.2025 Sealed Single Stage Two-envelopes unconditional online Bids are invited on e-Proc website/portal on behalf of the Election Department, Govt. of Bihar for the short-listing of Print Service Provider (PSP) for rate contract for the item as listed below up to 05:00 PM of **05.09.2025**.

S. No.	Name of Work		Average Annual Quantity of EPIC Kits required (including annual Revision and Continuous	Average Annual Estimated Procurement Cost in Rs.	Price of Bidding Document (Rs.)	Amount of Bid security (Rs. )	Validity Period of bid	Place of Delivery
			Updation process)					
1	Printing & Supply of Personalized Colour PVC Elector's Photo Identity Cards (EPIC) with high security Hologram (hot stamped) supplied by the designated vendor	As mentioned in the bid/ECI guidelines	7.5 Crore units (Approx.)	75 Crore (approx.)	5000/-	1.5 crore	180 Days	FOR Destination: at the stores of concerned DEOs' Office (District Collectors) concerned
2.	Welcome Letter							
	and Voter's		7.5 Crore units					
	Pledge (Back to		(Approx.)					
_	back)		7.5.6					
3.	Voter Guide (Back		7.5 Crore units					
4.	to back)		(Approx.)					
4.	Envelope as per ECI guidelines described as "EPIC Kit" (SI. No. 1 + 2 +3 + 4) to be delivered to respective District Election Officers (DEOs) with other security features.		7.5 Crore units (Approx.)					

- Price and/or purchase preference as per Instructions to Bidders shall be admissible in the evaluation and award of Contract.
- 2. The bid is for a Rate Contract for short-listing of suppliers for the abovementioned items.
- 3. The Bidders may enclose the specifications, catalogue, and other product characteristics 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://eproc2.bihar.gov.in/ and https://ceobihar.nic.in/).
- 5. Bids, duly signed on all pages (as mentioned in the bid document) and serially numbered, should be submitted electronically on https://www.eproc2.bihar.gov.in by following the electronic Bid submission procedure as specified on the portal.
- 6. The Bid Document Fee and Bid Security in the form of Demand Draft or Banker's cheque or Bank Guarantee shall be submitted personally or by post in sealed envelopes up to 12:00 PM on 06.09.2025 to the <u>Joint Secretary</u>, <u>Election Department</u>, <u>Govt. of Bihar</u>, <u>7</u>, <u>Sardar Patel Marg (Mangles Road)</u>, <u>Patna-800015</u> bearing "<u>Bid for Short-listing for Printing and Supply of Personalized Colour PVC Electors' Photo Identity Cards with security features."</u>
- 7. Processing Fee (including GST) Rs. 5900/- (Rupees five thousand nine hundred only) paid online in favour of Bihar State Electronics Development Corporation Ltd and bid document fee in the form of DD/Bankers cheque, Bid Security fee in the form of DD/Bankers cheque/ Bank Guarantee in favour of "CEO, Bihar" payable at "Patna".
- 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 Bidding Document, user charges/ processing fee, Bid Security, etc. shall be as provided on the State e-Procurement Portal https://www.eproc2.bihar.gov.in
- 10. The Technical Bids shall be opened on 06.09.2025 at 01:00 PM in the office of CEO, Bihar
- 11. The procuring Entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
- 12. The Bidders shall have to submit/upload a valid 'GST' registration and 'GST' return of last year and the 'PAN' issued by the Income Tax Department.
- 13. The Service Provider is required to sort the received data Pin code-wise. This is to ensure grouping together of all the Cards meant for delivery to one Pin code. The vendor is expected to understand the directions issued by the ECI vide its letters No.- 23/EPIC Security/2021-ERS dated 05.10.2021, 23/ID/2021-ERS dated 22.06.2021, 491/ECI/LET/FUNC/SVEEP-III/EPIC/ENVELOPE/2021 dated 14.10.2021, 23/ID/2021-ERS dated 17.01.2022, 23/EPIC Security/2021-ERS dated 18.01.2022, 23/INST/2024-ERS dated 05.02.2024 and 23/INST/2025-ERS dated 18.06.2025 and deliver the EPICs in the covers as per the letters instructions so that DEO will hand over the same to the Postal Department for further distribution to the concerned

electors.

14. To participate in the online bidding process, bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 to 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/Joint Secretary
Election Department, Bihar
7, Sardar Patel Marg (Mangles Road),
Patna-800015

# (Abridged Form of NIB for Publication in the Newspapers)

	Bid Data Sheet (BDS)				
1	Ref. of invitation of Bids	NIB No 04 c	dated: 15.08.2025		
	Designation & Address of officer	Chief Electoral Officer, Bihar, CEO office, Bihar, 7, Sardar Patel Marg (Mangles Road), Patna-800015 on behalf of the District Election Officers (Collectors), All Districts of Bihar			
2	as the Procuring Entity (PE) And For clarification purposes	Designation Address Phone No.	Joint Secretary, Bihar 7, Sardar Patel Marg (Mangles Road), Patna-800015 0612-2217956		
		Email	ceo_bihar@eci.gov.in		
3	Placing Work Order /Payment authority	CEO/DEO, Pay	ment by CEO, Bihar		
4	Subject Matter of Procurement	Supply of Pe Identity Cards stamped), We Guide all put i delivered to r	of Print Service Provider for Printing & ersonalized Colour PVC Elector's Photo (EPIC) with high security Hologram (hot elcome Letter, Voter's Pledge and Voter n an Envelope described as "EPIC Kit" to be respective District Election Officers (DEOs) curity features as per ECI guidelines.		
5	FOR Destination	Stores of the Districts of Bil	e District Election Officer, (Collector), All nar		
6	Joint Venture / Consortium / Association of Bidders	Not Allowed	Not Allowed		
7	Contract Period	The contract shall be in force for one year, extendable as per requirement.			
8	Bid Procedure	Single Stage Two Envelope Bidding (Two Parts) rate contract Open Competitive Bid procedure is given at https://www.eproc2.bihar.gov.in			
9	Bid Evaluation Criteria (Selection Method)	Based on L1 of the technically qualified bidders more than one firm will be shortlisted. Other bidders have to match L1 in order to be considered as the subsequent shortlisted firm.			
10	Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	Websites: https://ceoelection.bihar.gov.in/, https://www.eproc2.bihar.gov.in			
11	Bid Document Fee	Rs. 5000/- (Rupees One Thousand Only) in DD in favour of "CEO, Bihar" payable at "Patna" Beltron Processing Fee (including GST): Rs. 5900/- (Rupees Five thousand nine hundred only)			
12	Estimated Procurement Cost	Rs. 75 cr. ( Sev	ven Crores) per annum (Approximately)		
13	Bid Security and Mode of Payment	Rs. 1.5 crore  Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee in favour of CEO, Bihar			
14	Period of Sale of Bidding Document (Start/ End Date)	Start Date: 15.08.2025 End Date: 05.09.2025 by 05:00 PM			
15	Date/ Time/ Place of Pre-bid Meeting		ng Date/ Time 23.08.2025 at 11.00 AM		

		Pre-Bid queries submission as per Annexure 1: by 05:00 PM on or before 22.08.2025 after which no query would be accepted & also PBQs should be sent to the prescribed email only and not to be uploaded on the e-Proc website (Signed Hard and soft copy both should be sent to the prescribed email address) In case of repeat queries uploaded on e-Proc Website, these queries will not be treated as responsive and will not be entertained.  Date of issue of clarifications: By 25/08/2025
16	Submission of Banker's Cheque/ Demand Draft / Bank Guarantee for Tender Fee, Bid Security and Bid Processing Fee All the above contents should be kept in a final outer covering with tender name, cut off date and time of bid submission, duly addressed to the bid calling authority (designation and address) and bidding firm name with complete contact details.	Start Date: 15.08.2025 during office time only End Date: 06.09.2025 up to 12:00 PM
17	Date for the submission of Bids	Manner: Online at e-Proc website https://www.eproc2.bihar.gov.in Up to 05.09.2025 up to 05:00 PM
18	Date/ Time/ Place of Technical Bid Opening (Online at e-proc website)	Date: 06.09.2025 Time: 01:00 PM Place: Office of the Chief Electoral Officer, Bihar, 7, Sardar Patel Marg (Mangles Road), Patna – 800015
19	Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders only
20	Bid Validity	180 days from the last date of bid submission.
21	Language of Bid	English only.
22	Alternate Bids	Not permitted
23	Bid submitted	Original bid: Unconditional and with no deviation
24	Bidder's Detail :-	
	a. Name of Bidder	
	b. Address of Correspondence	
	c. Name of Authorized Signatory	
	d. Mobile Number1	
	e. Mobile Number2, if any	
	f. Telephone Number	STD Code ( )
	g. Fax Number	STD Code ( )
	h. Name of Website i. E-Mail1	
	j. E-Mail2	
	j. L-Ivializ	

## Note:

1) The Procurement entity reserves the complete right to cancel the bid process and reject any

- or all of the Bids without giving reasons thereof.
- 2) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful short-listed bidders.
- 3) Bidder (authorised signatory) shall submit their offer online in Electronic formats both for technical and financial proposal. However, Banker's Cheque/ Demand Draft/ Bank Guarantee for Tender 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 along with the technical Bid/ cover. However, to ensure more clarity, bidders are also expected to send the physical complete and signed copy of the entire bidding document except financial bid to the Office of the CEO, Bihar immediately after uploading the bid document on e-proc site. In any case the physical copy should reach before the bid opening. If the physical copy is not delivered, bid processing will take place solely based on electronic bid document uploaded on eproc site. Bidders should ensure that there is no anomaly between the electronic and physical bid document. Physical copy will be referred to only if there is no clarity in the electronic document. Discretion in this regard will be completely that of the DPC/CEO.
- 4) In case any bidder fails to physically submit the Banker's Cheque/ Demand Draft/ Bank Guarantee 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/ Bank Guarantee for Bidding document fee and Bid Security should be drawn in favour of "Chief Electoral Officer, Bihar" and the Processing Fee in favour of "Bihar State Electronics Development Corporation Ltd (online)".
- 5) Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 to digitally sign their electronic bids to participate in the online bidding process. 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.
- 6) The election 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.

- 7) Bidders are also advised to refer "Bidders Manual Kit" available at the e-Proc website (https://www.eproc2.bihar.gov.in) for further details about the e-Tendering process. For any assistance contact E-Procurement Helpdesk at RJ Complex, 2nd Floor, Opposite Vidyapeeth Institute, Khajpura, Ashiana Road, P.S. Shastri Nagar, Patna 800 014, Bihar, Toll Free Number: 1800 572 6571.
- 8) The Procurement Entity disclaims any factual/other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein is intended only to help the bidders prepare a logical bid proposal.
- 9) The provisions of Financial Rules and Guidelines of the State of Bihar, including an amendment(s), shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the provisions of Financial Rules and Guidelines of the State of Bihar thereto including an amendment(s), the latter shall prevail and ECI guidelines/directions/circulars issued from time to time.

#### Section-I

#### 1. SCOPE OF WORK (SoW):

#### 1) Background:

In an effort to prevent electoral fraud, EPICs or Elector's Photo Identity Card were introduced by the **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 ECI has directed** that "Colour PVC Card manufacturer and security printer" - with inhouse printing on PVC sheet with security features and capacity of personalisation, 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 & conditions, specifications and ECI guidelines on Personalized PVC EPICs issued time to time which are available on the ECI website, given in the bid. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of bid.

It will be imperative for each Bidder(s) to familiarise itself/themselves with the prevailing legal situations for the executing 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 the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.

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

be passed on.

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

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

#### State of Bihar structure is given as below:

(1) Divisions - Divisional Commissioners

(2) Districts - District Election Officer - Collectors
 (3) AC - Electoral Registration Officer - ERO

(4) Total Colour EPICs printed in the State in the last two years

Year	Total Cards
2022-23	1353543
2023-24	4086049

Election Department is willing to short-list more than one supplier for supplying of ECI specified personalised Electors' Photo Identity Cards (EPIC) with new security features on Standard-based PVC sheet/core for electors/voters.

The Personalized PVC EPICs shall be supplied with prescribed security features and personalization details printed upon them, and hot stamping of Hologram.

#### Detailed Scope of work -

- Manufacture, print and supply Coloured PVC EPIC in given specifications, security
  features, base text contents, colour photograph, personalized with voters' details
  as given below in section (2) and ANNEXURE 15 and 19. Please refer BDS for
  quantities and delivery schedule in section 6 of this bid document.
- 2. Hot stamping of **Holograms** on each EPIC as specified below and in ANNEXURE 15 and 19.
- 3. Print and supply **Envelopes** in 4 colour (CMYK) on 70 GSM Maplitho paper layout design and dimensions provided in ANNEXURE 15 and 17. Self-adhesive Address Sticker and self-adhesive BNPL account bar code to be printed by the selected agency and affixed on the envelope in the given space (Annexure 18).
- 4. Print and supply **Welcome Letter & Voter's Pledge** on 70 GSM Maplitho paper. Welcome letter with EPIC stuck on it on front side and Voter's Pledge on the backside. Refer ANNEXURE 15 and 17 for Welcome Letter layout design and dimensions & for Voter's Pledge layout design and dimensions.
- 5. Print and supply Voter Guide to be printed on 70 GSM Maplitho paper as per

layout design and dimensions mentioned in ANNEXURE 17. Voter guide will be printed and supplied for new voters only.

NOTE: Final personalized EPIC along with Welcome Letter, Voter Guide and Voters' Pledge will go inside the Envelope and closed. The voter's name, name of voter's relative and address with Pin Code and Assembly Constituency Number will have to be printed on white self-adhesive sticker paper and affixed on the space provided on the envelope. BNPL bar code will have to be printed on white self-adhesive sticker paper and affixed on the envelope before handing the envelopes to the Department of Posts.

#### (2) Specifications of Card:

The new PVC EPIC will be horizontal in shape with following size :-

#### a. Card type:

All new cards will be printed on a PVC sheet with a coloured photograph. Material Poly Vinyl Chloride, Glossy/Mat finishing (PVC) + Polyethene Terephthalate Glycol (PETG)

Proposed Layering is mentioned 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 (Overlay)

Mat finishing

#### e. Design & Layout:-

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

#### f. ISO Standard:-

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

#### g. Special Feature:-

QR Bar code with 3000+ text characters. However, the Election Department may alter the size, specifications and layout of the QR code anytime before or during the currency of the contract. Vendor should ensure that the size of the QR code does not exceed the designated space for the QR code on the EPIC.

#### h. An indicative list of card features:-

• Hologram : Hologram size (after stamping) : 16mm x 12mm. To be hot

- stamped made up of 19-23 Micron polyesters film of Silver shade.
- Micro text: Text as the border of the Photograph in size 19 to 25 micron
- **Ghost image printing**: Elector Photograph (Front side)
- **Guilloche pattern** on the base of the card. (Three colour guilloche design)

#### Hologram hot stamping

- 1- Reel/Sheet of hologram, mentioning number of Reels and hologram/will be delivered by PE to vendor for hot stamping.
- 2- The exact number of holograms received in the reel from hologram manufacturer must be documented by the card printer as a secure document.
- 3- The P.E shall get required test of holograms conducted before stamping to the EPIC.

#### i. OTHER FEATURES

- Relief tint of "Election Commission of India" in bilingual, i.e., English & Hindi
- The National Emblem is printed on the upper left-hand corner, and the Election Commission of India logo is printed in colour on the upper righthand corner.
- 3. Personalization:-

#### Front:-

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

• "Date of birth/Age" printed, in English and "जन्म तिथि/आयु" in Hindi and its value/detail in English and Hindi.

#### Back:-

- "Address", printed in English and "पता" Hindi and its value/detail in English and Hindi.
- "Issue Date" in English and its value/details.
- Scanned signature of Electoral Registration Officer.
- "निर्वाचक निबंधन पदाधिकारी" in Hindi and its value/detail (AC Name and District Name) in Hindi.
- The following would be printed at the bottom of the EPIC in English and Hindi:-

#### नोट/Note:

- 1- प्रत्येक चुनाव से पहले कृपया वर्तमान निर्वाचक नामावली में अपने नाम की जांच कर लें।

  Before every election, please check that your name exists in current electoral roll.
- 2- यह कार्ड चुनाव के उद्देश्य को छोड़कर आयु का प्रमाण नहीं है।

  This card is not a proof of Age except for the purpose of election."

#### PLEASE NOTE: All texts to be in black colour only.

#### Note:

The above specifications may be changed as per the guidelines of ECI. The vendor has to supply the PVC cards as per the guidelines of ECI in force from time to time without extra cost.

#### 3. SECURITY OF DATA

- Standard guidelines dated 05.02.2024 of the Election Commission of India and
   Information Security (Categorized) to be followed (Annexure 20).
- The Digital Certificate/HSM required for data encryption will be procured by the Card Printer and public key to be shared with CEO.
- Sorting of data "Collating and sorting software, card tracking number etc."

#### **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

#### **SORTING OF DATA**

The Service Provider is expected to have in place suitable/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. The vendor is expected to understand the directions issued by the ECI vide its letters No.- 23/EPIC Security/2021-ERS dated 05.10.2021, 23/ID/2021-ERS dated 22.06.2021, 491/ECI/LET/FUNC/SVEEP-III/EPIC/ENVELOPE/2021 dated 14.10.2021, 23/ID/2021-ERS dated 17.01.2022, 23/EPIC Security/2021-ERS dated 18.01.2022, 23/INST/2024-ERS dated 05.02.2024 and 23/INST/2025-ERS dated 18.06.2025. Card printer shall have facility of auto enveloping and will deliver the EPICs in the covers as per the letters instructions so that DEO will hand over the same to the Postal Department for further distribution to the concerned electors.

#### 4. Important Directions:

The supply chain method is as follows:

(a) Post bid evaluation and supplier selection, CEO Bihar is going to issue the Purchase Order (PO), Sign the Contract with the Authorized Signatory of the selected firm(s), supply voters' data in PDF format through secure FTP. All invoicing by the selected agencies will be submitted in triplicate to CEO Bihar for processing after obtaining due acceptance of deliveries by DEOs. Vendor will submit lab test report for the quality of EPIC for which invoice is raised. The sample testing of the EPICs for the quality by the vendor would be either inhouse or NABL accredited agency. Payment will not be processed without successful lab report. And also if the quality

test report by the Office of CEO, Bihar fails then payment of that batch will be withheld/recovered and another round of test will be done for the same batch to ascertain the quality. If again the lab test report fails vendor at his own cost would be asked to reprint all the EPIC within 15 days of intimation as per the standard specifications and no payment will be done for that batch.

- (b) The vendor is responsible for supplying the personalized PVC EPICs AC wise to the DEOs concerned, which may be sent by Speed post through the BNPL account formed between CEO and Department of Posts. There should not be any lapses in this arrangement.
- (c) CEO will place consolidated Work/Supply Order for "Printing and Supply of personalized PVC EPIC Bid security Features" within the duration of the contract period as per their need with the short-listed successful bidders called "vendors" along with relevant Data of EPIC online such as Email/Google-Drive/FTP to the vendors' server, if any, etc. The DEO will be responsible for providing only those EPIC data of electors which are required to personalize the PVC EPICs in an appropriate format (in this DEOs should be responsible and meticulously comply with the ECI guidelines/circular about data to be given on appropriate media in suitable format online to the vendor). Vendors shall also be responsible for collecting only those E-Roll data of electors which are required to personalize the EPIC; otherwise, immediately for extra data/incomplete data, the vendors will bring this into the knowledge of DEOs to rectify. The vendor is responsible for supplying the personalized PVC EPICs AC wise to the District concerned. There should not be any lapses in this arrangement.
- (d) Supply Schedule Data will be transmitted to the vendor on a daily basis and EPIC kit will be supplied by the vendor within 07 days of receiving the data from the districts.
- (e) The personalized Colour PVC EPICs should be of the best quality and last long, unlike the EPIC printed through desktop printing machines one by one. There should be an automated process to ensure 100% accuracy.
- (f) The vendor will deliver the Personalized Colour PVC EPICs to the concerning DEO within the supply period mentioned in the Supply/Work Order, and a receipt will be taken. No additional payment will be given towards packing, delivery etc., of the cards to the respective districts.
- (g) The vendor will submit a periodical Statement of Account of Cards (indicative list

of columns which can be modified/added/deleted):

- 1. Sr. No.
- 2. Order received (no. date and quantity),
- 3. Data Received in an appropriate form (Intellectual Property Rights IPR lies with this Department/ECI),
- 4. Personalised PVC EPICs delivered by the vendor with consignment no., date, quantity
- Non-disclosure of information agreement on letter head that vendor has not breached IPR policy i.e. not copied in any form, not shown/given to any entity, not used for the purposed other than the purpose mentioned in the bid etc.
- (h) DEO will maintain a record of every Supply Order placed in the form such as (indicative list of columns - DEO may modify/add/delete it):
  - 1. Sr. no.,
  - 2. Supply order no., date, and Quantity,
  - 3. Date of handing over EPIC Data to the vendor,
  - 4. Mentioned period of supply with the exact date,
  - 5. Date of supply made by the vendor along with quantity
  - 6. Late supply, if yes by how many days (SLA applicable)
  - 7. Lot accepted or rejected
  - 8. If rejected, then the date and number of returning the lot to the vendor along with the quantity
  - 9. Remarks, if any

#### 5. Contract Period:-

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

#### 6. Deliverables:

a. CEO/DEO shall place Supply/Work Order according to the need or urgency during the contract period with a reasonable supply period. DEO shall receive supply i.e. Personalized PVC EPICs kept inside the envelopes along with the other documents as specified in the ECI instructions No.- 23/ID/2021-ERS dated 22/06/2021, 491/ECI/LET/FUNC/SVEEP-III/EPIC/ENVELOPE/2021 dated 14.10.2021, 23/ID/2021-ERS dated 17.01.2022, 23/EPIC Security/2021-ERS dated 18.01.2022 and 23/INST/2024-ERS dated 05.02.2024.

# b Supply Plan: Estimated Quantity of personalisation of PVC EPIC (No guaranty of these figures of

#### Personalization of PVC EPICs which can be increased or decreased):

No.	Year	No. of EPIC
a.	2025-2026	7,50,00,000 (Seven crore fifty lakhs)

#### c Replacement of defective Personalized PVC EPICs:

All the expenses towards replacing defective Personalized PVC EPICs to DEOs shall be borne by successful short-listed bidders only. The vendor has to provide Personalized PVC EPICs within a stipulated time as mentioned by the DEO concerned. The concerning DEOs shall safely dispose of all the defective cards and rejected lot(s) of cards. The bidders will be responsible for auto enveloping and handling of cards.

#### d Management, Supervision of Supply/Coordination etc. by short-listed bidders:

All the successful short-listed bidders have to appropriately establish a setup in the State of Bihar to coordinate, track, manage, and control supplies. SPOC (Single Point Of Contact) of short-listed bidders shall be intimated to all districts of their area and CEO office along with email, fax and landline number etc. The successful short listed bidder for the district will supply Personalized Colour PVC EPICs ERO wise to the concerned District only who placed the supply order, not to other DEOs. There should not be any lapses in this regard; otherwise, the period for supply of Personalized Colour PVC EPICs to the correct destination shall be counted in the delay in supply on which the LD clause will be applicable.

#### e Role of DEO for this Bid:

The roles and responsibilities of the DEOs (Collector), all districts shall comprise of the following:

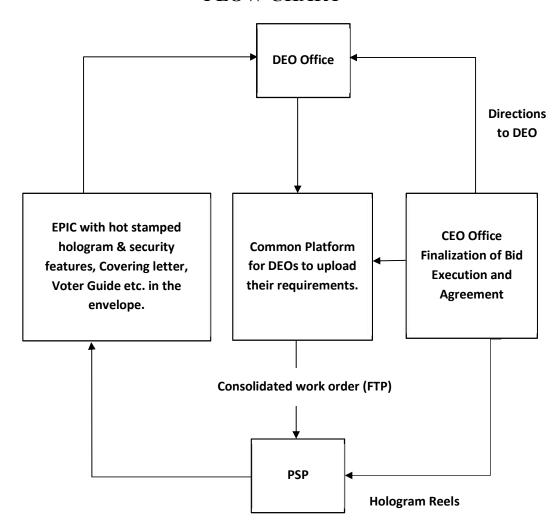
The Election Department is inviting this bid on behalf of the District Election Officers to minimise the total cost and early supply looking at the volume. Therefore, all DEOs of Bihar in addition to CEO, Bihar will be acting as Procurement Entity for their district. Offers have been invited centrally only to get reasonable and competitive rates for the subject matter of the bid. After executing the agreement, all the DEOs of the State have been delegated powers to perform all (post-agreement) activities and duties as they are Procuring Entity, such as order placing/processing on time, foresee

requirement leading to placing the order and responsible for the smooth flow of goods, from order and storage to distribution, tracking order, management, monitoring, taking action, ensure orders adhere to the agreement, auditing, testing/checking, grievance redressal, approve the ordering goods, finalize purchase details of orders and deliveries, supervising compliance with rules and procedures, etc. (but not limited to these only).

All DEOs of the State of Bihar would assist CEO Bihar to handle and manage this tender end to end.

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

## **FLOW CHART**



#### 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 along with the relevant supporting documents.

**Important:** Service providers who do not qualify Pre-qualification Criteria(s)will not be considered for 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
- Name and designation of the person authorized to make commitments to the Election department (Certificate of Authority to be provided)
- 6 Year of the establishment of firm
- 7 Other financial activities of the firm/company:-

Table – 1

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.	Bidder shall have their own card manufacturing unit functioning during the last 5 financial years with necessary infrastructure to manufacture and personalize PVC cards.	The Bidder shall have below certifications:-  1. IBA/Visa/RuPay/ Master Card  2. ISO 9001  3. ISO 27001		
3.	Bidder in house capacity:- Bidder should have installed capacity to manufacture personalized cards on PVC core /sheet with all security features as per tender of not less than 1 Lakh per day.	Self-certification duly signed by authorised signatory.		

S. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
4.	Experience -Bidder should have had the experience of printing and supply of PVC/PC cards for government/PSUs/PSU Banks in India:- 3 projects of Rs 25 crore each or more or 2 projects of Rs. 40 crores each or more or 1 project of Rs. 50 crore during last 3 years ending 31.03.2025	certified copy of statutory audit mentioning the address of manufacturing plant)		
5.	Bidder should have the facility and experience of printing with variable data and Hologram Hot stamping	self-certification duly signed by authorized signatory. However the same may be inspected by CEO's office before final selection.		
6.	The bidder must have successfully completed PVC card with security features printing projects of at least INR 10 crores within India during the last 3 financial years (2022-23, 2023-24, 2024-25) awarded by Government /PSU/ banks	copy of work orders or certificate of work completed with a date		
7.	Th bidder shall have experience of printing and supply of EPIC cards for any states / UT in India having features as per ECI guidelines (PVC + PetG) during the last three financial years (2022-23, 2023-24, 2024-25)  1) Micro text 2) Ghost image 3) Guilloche Pattern 4) QR Code	self-certification duly signed by authorized signatory.		
8.	The bidder shall have positive Financial Net worth in last financial year 2023-24.	CA certificate with registration number/ seal		
9.	Financial Turnover The bidder shall have average annual turnover of above INR 100 crores during the last three financial years (2021-22, 2022-23, 2023-24) from PVC	Audited Balance Sheet of last 3 years CA certificate with registration number and seal		

S. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
	card manufacturing and supply within India.			
10	Mandatory undertaking. Bidder should	not be insolvent, bankrupt etc.  not have their directors being convicted of any criminal offence not have any conflict of interest in the procurement comply with the code of integrity not have been blacklisted by any Government agency. not sublet the contract have submitted only one bid (a self-certified letter as per Self Declaration).  Not have any political affiliation with any political party.		
11.	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 return filed, TIN registration and PAN.		
12.	Should have filed income tax returns for the three financial years (2021-2022, 2022-2023 & 2023-2024)	Certified copies of the ITRs filed by the entity for the immediately preceding three financial years i.e. (2021-2022, 2022-2023 & 2023-2024)		
13.	The bidder must have successfully completed PVC card with security features printing projects within India during the last 5 years awarded by Government / PSU / banks	copy of work orders or certificate of work completed with a date		
14.	The bidder should not be blacklisted or debarred or banned from participating or carrying out business with the ECI or the Ministry of Electronics & IT or the entire Central Government at the time of the submission of the bid. An	Certificate from the whole- time Company Secretary or Statutory Auditors of the bidder.		

S. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
	undertaking from the bidder, in this			
	regard, should be submitted. A similar			
	ban subsequent to the submission of			
	the bid, but before the award of the			
	contract shall also disqualify the			
	bidder.			

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

**Technical evaluation sheet** 

#### 2) TECHNICAL EVALUATION

Table – 2

#### S. Marks Document Max. Criteria Obtained Submitted No. Marks 1 **Capability and Profile** 35 Infrastructure Quality 15 1.1 Space available, free & utilized (Minimum free space required should be commensurate to store 10 days 8 production capacity.) 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 locations 4 (both inside and outside the premise) with 30 days recording facilities. c. Entry only through biometric/Card punching system. Quality of Machines (How to meet the required outputper 1.2 day with a working sheet) 10 (i) Automation, 2 (ii) Computerization 2 (iii) Production in volumes 4 (iv) Integration of processes 2

S. No.	Criteria	Max. Marks	Marks Obtained	Document Submitted
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 (Turnover)	50		
2.1	Average Annual Turnover from the Printing Operations (including PVC cards) within India only, during the previous three financial years (2021-2022, 2022-2023 and 2023-2024):	10		
	(i) up to INR 150 crores	5		
	(ii) > INR 150 Crore	10		
2.2	Value of completed PVC card printing projects within India during the last Four years awarded by Government/PSUs /Banks as on 31.03.2025:	15		
	(i) More than 50 crores, less than 60 crores	10		
	(ii) More than 60 crores	15		
2.3	Experience in years (PVC Card Printing)	10		
	5 or more than 5 years, but less than 10 years	5		
	More than 10 years	10		
2.4	Installed capacity of printing Colour PVC EPICs	15		
	1 -2 lakh per day	10		
	More than 2 lakh per day	15		
3	Presentation for Proposed Methodology	15		
3.1	Printing, Hot Stamping, Assembling and Dispatch Solution, Quality of proposed MIS	7		

S. No.	Criteria	Max. Marks	Marks Obtained	Document Submitted
3.2	Brief profile of the firm	2		
3.3	Physical and Data Security	3		
3.4	Innovation and features beyond proposed requirements	3		
	Total	100		

- Bidder should submit 10 Sample PVC cards, Envelope and cover letter as per RFP technical specification and ISO standards. The election department reserves the right to get it checked from Government testing labs.
- A team of department officials may conduct inspection on the directions of the CEO to check security arrangements, infrastructure, machines and equipments, personnel as per the bid document. Any deviations may result in immediate disqualification

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

#### **Important:**

#### Method of marking and documents required

- **1. For infrastructure quality** documents related to the area, address, security features duly signed by the authority should be annexed.
- **1.1 Quality of machines** Documents related to make, model number, year of the machine should be annexed.
- **1.2** Quality/experience of technical personnel Documents related to qualification and years of experience of staff should be annexed.
- **2. Turnover** audit reports to be annexed. Maximum 10 marks for turnover for more than or equal to INR 10 crores.

- **3. 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.
- **4.** All documents in support of the claims made under clause 2 (2.1, 2.2, 2.3 and 2.4) will be certified to the effect that these figures pertain to PVC card printing by statutory auditor or Company Secretary of the bidders firm.
- 5. If the bidders criteria under "Past experience of the firm (Turnover)" (clauses 2.2, 2.3 and 2.4) is less than the minimum, then his corresponding marks will be Zero.

#### 3) SELECTION PROCESS

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

- Preliminary Scrutiny: Each proposal will be scrutinized by a Screening Committee/DPC of the 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.
- Pre-Qualification: The minimum qualifying criteria mentioned in Table-1 of Section-2, will need to be met to be considered for technical evaluation.

#### 3. Technical Evaluation:

- a. The bid will be evaluated based on the weightings and parameters detailed in Table-2 of Section-2. Based on the "Evaluation Parameters" point shall be awarded and Total Technical Score (TS) computed for each bid.
- b. In order to qualify as 'Technically Qualified Bidder' (TQB), the bidders should have scored a minimum of 75 marks. Only TQBs with a minimum of 75 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 the first list of L1, L2 etc.
- 2. The lowest rate L1, received from a qualified bidder will be treated as the

- "Discovered Rate" and all technically qualified bidders will be asked to match L1 within 24 hours and accordingly number of agencies will be ascertained.
- 3. If only one bidder qualifies after the technical evaluation, then the Election Department will have the right to select the single qualified bidder or cancel the RFP. If the Election department decides to continue with a single qualified bidder, the entire volume may be allocated to the single qualified bidder for the contract period.
- **4.** Bidder needs to provide their financial bid as per the format provided in the RFP. The financial evaluation shall be conducted based on the unit rate quoted by the respective bidders.

#### Section-III

#### **INSTRUCTION TO BIDDERS (ITB)**

#### 1) Sale of Bidding/ Tender Documents

a) 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 https://www.eproc2.bihar.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 the e-Proc method.

#### 2) Bid Prices

- a) The prices quoted by the Bidder in the Bid Submission Sheet and the Price Schedules shall conform to the requirements specified in the 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 GST, Entry Tax, or applicable prevalent tax, charges etc. which should be shown separately. No cartage or transportation charges will be paid by DEO concerned, and the delivery [including unloading and stacking etc.] of the Goods shall be given at the designated premises as mentioned in the bid.

#### 3) Pre-bid Meeting/ Clarifications

- a) Pre-Bid query submission, redressal etc management shall not be done through the e-Proc website. Only the date of the Pre-Bid meeting and the responses to the queries would be available on the e-Proc website.
- Any prospective bidders may, in writing, seek clarifications from the procuring entity in respect of the bidding documents shall also be emailed to the CEO official mail ceo\_bihar@eci.gov.in and not to be uploaded on the e-Proc website. If the soft copy of the dully filled in Pre- Bid query format is uploaded on the e-Proc website, it would not be entertained and processed.
- c) The procuring entity also schedules a pre-bid conference as per the details mentioned in the NIB. To clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders

- where applicable, shall be published on the respective websites.
- d) Prospective bidders may attend Pre-bid meeting. The procuring entity may clarify doubts only to potential bidders in respect of the project, which is 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: -
  - Last date of submitting clarifications requests by the bidder: as per bid document
  - ii. Response to clarifications by procuring entity: as per bid document
  - iii. The finalised minutes and responses, if any, shall be provided through departmental website/email promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and will also be published on the other websites as mentioned in NIB.

#### 4) Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may, for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
  - i) 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.
  - ii) In case a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

#### 5) **Period of Validity of Bids**

a) Bids submitted by the bidders shall remain valid during the period specified in NIB/

- bidding document. The procuring entity shall reject a Bid valid for a shorter period as a 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 a withdrawal of Bid, and in such circumstances, bid security shall not be forfeited.

#### 6) Submission of Bid

The bid is for "Short listing of print service providers for printing and personalising PVC electors photo identity cards with security features".

- a) All prospective bidders are advised to carefully go through the bid document provided on the various websites as mentioned in the bid document so that they will come to know what exactly is demanded. While bidders submitting their Bids electronically shall follow the electronic bid submission procedure as specified on the State e-Procurement Portal, https://www.eproc2.bihar.gov.in
- b) The bidders are required to digitally sign each page of the bid as a token of acceptance of a bid by the authorised signatory, failing which the bid may be liable to be non-responsive and rejected. The signed bid shall be uploaded using DSC to the e-Proc website https://www.eproc2.bihar.gov.in
- c) All the columns viz. compliance (in Yes or No) of Eligibility Criteria, BOM, Financial Bid and their necessary associated documents properly signed etc. should be duly filled in and uploaded.
- d) Technical bid containing Eligibility Criteria and technical aspects/information /documents should be separately uploaded, and Financial bid shall also be uploaded separately along with respective associated documents as mentioned in the bid document.
- e) While submitting the complete Bid Document as mentioned above, instruments for tender fee amount and bid security fee amount should be physically sent to the CEO Office, Bihar on or before mentioned date and time, failing which the bid may be 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/submitting Technical 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 in a sealed envelope. All the samples shall be suitably numbered, e.g. 1/10, 2/10 ... 5/10 so on along with marking of bidder's name (in short) & have authorised sign (bidder's name) in such a way that while they are sent for testing by PE, the bidder's annotations may not create any hurdle or problem on or before mentioned date and time failing which the bid may liable to be nonresponsive and rejected. Since bidders belong to the category as mentioned in the Eligibility Criteria at the beginning of this Bid, therefore, with the technical bid, the bidder shall submit its own declaration in favour of PE that the samples submitted with the bid as well as supply of Personalized PVC EPICs, are strictly conforming to ECI standards/norms/guidelines and as specified in the bid document, otherwise those bids would be rejected outrightly.

- i) The PE shall get the samples supplied separately by the bidders tested. If the result of testing any one 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 a sample of Personalized PVC EPICs with the bid.
- j) Bidders shall submit their Bids through electronic method, i.e. through https://www.eproc2.bihar.gov.in on or before bid submission date/time.
- k) The Procuring Entity is not responsible for non-submission of bid electronically in time due to any technical or non-technical reason(s) whatsoever. Therefore, prospective bidders are suggested to avoid the last-minute submission of the bid.

#### 7) Opening of Bids

- a) The Bids shall be opened by the BEC/DPC on the date and time mentioned in the NIB in the presence of the Bidders or their authorised representatives who choose to be present.
- b) Only Technical bids will be opened first. 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. PE will evaluate Technical Bid(s) as per criteria outlined in this Bid Document or Financial Rules and Guidelines of the State of Bihar.
- c) The Financial Bids will remain unopened until the technical bid evaluation is done.
  The Procuring Entity will intimate the date/time of the opening of Financial Bids.

- d) In financial evaluation, technical bids qualified will be evaluated, and final selection will be done based on the 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) As electronic Bidding is adopted, the specific electronic Bid opening procedure as specified on the State e-Procurement Portal shall be followed. The Bidders may witness the electronic Bid opening procedure online.
- g) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
  - bid is as per pre-qualification criteria
  - bid is accompanied by bidding document fee, bid security or bid securing declaration, relevant duly filled in documents as per annexure(s) given in the Bid Document;
  - bid is valid for the period specified in the bidding document;
  - bid is unconditional and the bidder has agreed to give the required performance security or performance security declaration; and other conditions, as specified in the bidding document, are fulfilled.
  - any other information which the committee may consider appropriate through e-Proc method.
- h) The Financial Bid shall be kept unopened and shall be opened later on and the date and time intimated to the bidders who qualify in the evaluation of the technical bid.

## 8) Documents comprising the Bid, Bid submission, Formats, Price Schedules and Signing of Bids

- a) The PE shall not consider any bid or its related documents, material, original instrument(s) etc., that arrives after the deadline for submission of bid; such bid shall be declared late, rejected, and returned unopened to the bidder. **The offline bid shall not be entertained.**
- b) All the documents should be digitally signed by the authorized signatory of the bidder, as defined in the bid as the case may be.
- The Bid shall be prepared according to the procedure mentioned on the website https://www.eproc2.bihar.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 of Bid Document, the bid shall be treated as non-responsive bid and lead to rejection);
- ii. proof of payment of the 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:
  - 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	Signed and scanned copy of List and	
	Criteria	Supporting Documents as per Table-1 of	
		Section - II Earnest Money Deposit	
2.	Technical	Signed and scanned copy of List and	
	Evaluation Criteria	Supporting Documents as per Table-2 of	
		Section II + copy of the presentation	
3.	Financial Bid	Financial bid filled out in the formats as	
		specified in Annexure- 9 with annexure-8 and	
		Financial Bid submission sheet.	

#### 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 and all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity shall be written only in the English Language. Supporting documents and printed literature that are part of the Bid may also be in English / Hindi.

#### 10) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

#### 11) Bid Security

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

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) In case of open competitive bidding, bid security shall be about 2% of the estimated value of subject matter of procurement put to bid.
- 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 considered if bids are reinvited.
- f) The bid security may be given in the form of a banker's cheque, demand draft or bank guarantee. The bid security must remain valid for 90 days beyond the bid's original or extended validity period.
- 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 the proposed issuer of a bid security or 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 the short-listed successful bid and signing of the Agreement, and submitting performance security.
- j) The Bid security taken from a bidder shall be forfeited in the following cases, namely:
  - a. when the bidder withdraws or modifies its bid after the opening of bids;
  - when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
  - when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
  - when the bidder does not deposit the performance security within the specified period after the supply/ work order is placed; and
  - e. If the bidder breaches any provision of code of integrity prescribed for bidders specified in the bidding document or as per the state rules, the CEO reserves the right to terminate the contract.
  - f. if the Bidder does not accept the correction of its Bid Price pursuant to the relevant bidding document. [Correction of Arithmetical Errors].
- k) Notice will be given to the bidder with a reasonable time before the bid security deposit is forfeited.
- I) No interest shall be payable on the bid security.
- m) In the case of the successful short-listed bidders, the amount of bid security may be adjusted in arriving at the amount of the Performance Security or refunded if the successful short-listed bidders furnish the full amount of performance security.
- n) The procuring entity shall return the bid security after the earliest of the following events, namely:
  - a. the expiry of the validity of bid security;
  - the execution of agreement for procurement and performance security is furnished by the successful short-listed bidders;
  - c. the cancellation of the procurement process.

#### 12) Deadline for the submission of Bids

a) Bids shall be submitted on the 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 the bid document. Such Bids shall be declared late, rejected, and returned unopened to the Bidder.

#### 13) Lack of Competition:

In case a situation of lack of competition arises, the provision given in Financial Rules and Guidelines of the State of Bihar will be followed.

#### 14) Clarification of Bids

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

#### 15) Evaluation & Tabulation of Technical Bids

#### a) Determination of Responsiveness

- (i) The BEC/DPC shall determine the responsiveness of a Bid on the basis of the 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 (as per Financial Rules and Guidelines of the State of Bihar).

#### b) Tabulation of Technical Bids

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

#### 16) Evaluation & Tabulation of Financial Bids

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

- a) The financial Bids of the bidders who qualified in bid examination shall be opened at the notified time, date and place by the BEC/DPC in the presence of the bidders or their representatives who choose to be present;
- b) the process of opening the financial Bids shall be similar to that of technical Bids.
- c) conditional Bids are liable to be rejected;
- the examination shall include all costs and all taxes and duties applicable to the bidder as per the law of the Central/ State Government/ Local Authorities

#### 17) Correction of Arithmetic Errors in Financial Bids

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

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

#### 18) Price in the evaluation

- The bidder shall quote "Cost per unit EPIC Card Hologram and all other applicable charges incidental to the service" as per the Scope of Work given. However, the taxes shall be excluded from the cost for the purpose of evaluation. Taxes should be mentioned separately in the financial bid format provided in the RFP.
- 2. Bidder must quote only one cost. Cost shall be provided up to two decimal places.
- 3. Bidder shall also separately mention all the statutory taxes, levies, duties etc.

#### 19) Negotiations

a) Except in the case of procurement by the 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.

#### 20) 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.

#### 21) Information and publication of the award

Information of award of contract shall be published on the State Public Procurement Portal i.e. https://www.eproc2.bihar.gov.in as well as e-Proc website.

#### 22) Execution of agreement

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

#### 23) Cancellation of the 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.

#### 24) Right to vary the quantity

As per the provisions of the Financial Rules and Guidelines of the State of Bihar and also the necessity.

#### 25) Performance Security

- a) All the successful short-listed bidders have to execute the agreement and furnish performance security.
- b) Prior to the execution of the agreement, Performance Security shall be solicited from the successful short-listed bidders except for Department of the Central/State Government and undertakings.
- c) The amount of performance security shall be 5% of total estimated procurement cost.

- d) The performance security shall be furnished in any one of the following forms:
  - a. Bank Draft or Banker's Cheque or Bank Guarantee of a scheduled bank;
  - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Bihar, 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 the Chief Electoral Officer on account of the 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 the requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

- e) Performance security furnished in the form specified in clause [d] 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 short-listed bidders to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- g) Forfeiture of Performance Security: The amount of Performance Security in full or part may be forfeited, including interest, if any, in the following cases:-
  - when the Bidder short-listed does not execute the agreement in accordance with the bid within the specified time period; after issue of letter of acceptance/ placement of supply order; or
  - when the Bidder short-listed fails to commence the supply of the Goods or
     Related Services as per supply order within the time specified; or
  - c. when Bidder short-listed fails to commence or make the complete supply of the Goods or Related Services satisfactorily within the time specified; or
  - d. When any terms and conditions of the contract are breached; or
  - e. Failure by the Bidder short-listed to pay the Procuring Entity any established dues under any other contract; or
  - f. if the Bidder short-listed breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Rules and this Bidding Document.

- h) Notice will be given to the bidders short-listed with reasonable time before Performance Security deposited is forfeited. The decision of PE in this regard shall be final and abided by the bidder.
- No interest shall be payable on the Performance Security deposited by the bidders short-listed.

#### 26) Confidentiality:

As per the provisions of the Financial Rules and Guidelines of the State of Bihar.

#### 27) Code of Integrity for Bidders

As per the provisions of Financial Rules and Guidelines of the State of Bihar.

#### 28) Conflict of interest:

As per the provisions of Financial Rules and Guidelines of the State of Bihar.

#### 29) Interference with Procurement Process

A bidder, who: -

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

#### 30) Grievance handling procedures during procurement process (Appeals)

As per the provisions of Financial Rules and Guidelines of the State of Bihar.

#### 31) Offences by Firms/ Companies

As per the provisions of Financial Rules and Guidelines of the State of Bihar.

#### 32) Debarment from Bidding

- A bidder shall be debarred by the State Government if he has been convicted of an offence
  - (i) under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988);or
  - (ii) under the Bharatiya Nyaya Sanhita, 2023 (Central Act No. 45 of 2023) 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 the 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 the "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- d. Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e. The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

#### 33) Sample/Sample Test checking (Supply):

- (i) Election Department can, at its discretion, randomly select any district of the State to get done random testing of at least 30 PVC EPIC twice a year from Government lab or Government Approved Lab or Private Lab accredited by the National Accreditation Board for Testing and Calibration Laboratories (NABL). This random checking will be done at Headquarter level.
- (ii) The vendor will again prepare the Personalized PVC EPICs which have been used for testing, and payment for only these cards sent for testing will be paid to the Vendor as per the approved rate subject to the condition that the sample(s) has/have not failed otherwise whole lot shall be supplied again by the vendor.
- (iii) The PSP may have in-house CQM (card Quality Manufacturing) testing labs as per ISOstandards or may go for government lab testing. PSP shall undertake testing of 1 sample per 10,000 PVC cards printed for the following parameters/test as per ISO standards and keep the testing reports for inspection of Election department. No extra cost shall be provided to PSP for such testing. The PSP shall submit the test report to Election Department on a quarterly basis.
- (iv) In failure in sample testing, there shall be a penalty for each non-compliance as per clause 4 (a) of Section-I.

#### 34) Monitoring:

Regular monitoring will be done by the election department at the HQ level.

#### **Section-IV**

#### **GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

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

#### **Definitions**

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

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/selected bidder under the Contract.
- j) "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.

(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 a 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.
- The successful short-listed bidders have to supply goods within the period as mentioned in the BDS.

#### 5) Delivery & Installation (whichever is applicable)

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the Chief Electoral Officer,
  Bihar, 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 the 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 therefrom, as may be made pursuant to the Contract.
- b) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid.

#### 8) Recoveries from Supplier/ Selected Bidder

- a) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills.
- b) The amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the supplier along with the 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 Bihar PDR Act or any other law in force.

#### 9) Taxes & Duties

- a) If applicable, the prevailing taxes, charges etc., if applicable, shall be deducted at source by PE as per prevailing rates.
- b) The successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country for goods supplied from outside India.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until the contracted goods are delivered to the Purchaser.
- d) The Service Provider shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred of the contracted Services to the Purchaser. If there is any reduction or increase in duties and taxes due to any reason whatsoever after submission of Bid by the Bidder, the same shall be passed on to the Purchaser. Bidder shall provide the cost of the services and all applicable taxes separately as per the format provided in the RFP.

#### 10) Copyright

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

#### 11) 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.

#### 12) Packing and Documents

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

#### 13) Delivery period & 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 DEO concerned.
- b) The selected bidder shall arrange supplies within the stipulated time period.

#### 14) Payment Terms and Schedule:

a) Payment shall be made as per details mentioned below by the CEO Office within two

month's time after receipt of the delivery acknowledgements from the DEO or DyEO: -

- Submission of an invoice by the successful short-listed bidder in a triplicate for payment.
- On complete delivery of Colour Personalized PVC cards as mentioned in NIB at the stores of DEO.
- After deducting all types of penalties, due to any reason 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 by the concerning CEO.
- e) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the due payments by the concerning CEO.
- f) Taxes, as applicable, will be deducted as per the prevalent rules and regulations by the concerning CEO.
- g) Payment shall be made to the successful short-listed bidders by the CEO concerned after all necessary formality as per rules have been fulfilled.

#### 15) **PENALTIES**:

#### I. Risk and Cost:

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

#### II. Liquidated Damages (LD):

In case of extension in the delivery period with liquidated damages, the recovery shall be made on the basis of the following percentages of the value of the batch which the bidder has failed to supply:-

a)	Delay up to one fourth period of the prescribed delivery period,	2.5%	
a)	successful installation & completion of work	2.5%	
b)	Delay exceeding one fourth but not exceeding half of the prescribed	5.0%	
b)	delivery period, successful installation & completion of work	3.0%	

۵)	Delay exceeding half but not exceeding three fourth of the	7.5%
c)	prescribed delivery period, successful installation & completion of work	7.5%
d)	Delay exceeding three fourth of the prescribed delivery period,	10.0%
u)	successful installation & completion of work.	10.0%

- a) Fraction of a day in the 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 the occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on the occurrence of the hindrance but not after the stipulated date of completion of supply.
- d) The delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

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

- 16) **Settlement of Disputes/Dispute Resolution Mechanism:** If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to "Chief Electoral Officer and Ex-Officio Principal Secretary to the Government of Bihar" & whose decision shall be final and abided by all stakeholders.
- 17) **Legal Proceedings:** All legal proceedings, if necessity arises shall have to be lodged in courts situated in State headquarter Patna, Bihar and not elsewhere by any of the parties.

#### 18) Force Majeure

- a) The supplier/ selected bidder shall not be liable for forfeiture of its Performance Security deposited, LD, or termination for default if and to the extent that its delay in performance or other failures 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 the occurrence of such event. Unless otherwise directed by the purchaser, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the purchaser, the purchaser may take the case with the supplier/ selected bidder on similar lines.

#### 19) **Termination**

#### a) Termination for Default

- The Chief Electoral Officer who is 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:
  - 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.
  - iii. if the Supplier, in the judgment of the Procuring Entity, has breached any provision of the Code of Integrity, as defined in the Act (of the state), the Rules and Code of Integrity, in competing for or in executing the Contract.
- 2. In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to clause mentioned in Bid Document, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods and/or the Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.

#### b) Termination of insolvency

The 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, the 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 that 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 be accepted by the DEO concerned at the Contract terms and prices.

## **Section-V**

### **APPENDIX-A**

# GRIEVANCE HANDLING PROCEDURE DURING PROCUREMENT PROCESS (APPEALS)

As per the provisions of the Financial Rules and Guidelines of the State of Bihar

## Section-VI-(A)

#### **BIDDING FORM NO.-1:**

#### **Technical Bid Submission Sheet**

Date:

NIB No.:

Alternative No., if permitted:

To,

Joint Secretary
Office of the Chief Electoral Officer,
Election Department, Govt. of Bihar,
7, Sardar Patel Marg (Mangles Road),
Patna – 800015

#### We, the undersigned, declare that:

- (a) We have examined and have no reservations about the Bidding Document.
- (b) We declare that we fulfill eligibility criteria as per the technical evaluation sheet and Prequalification 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 the bidding document for Supply of Personalized PVC EPICs as per NIB.
- (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 provide 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 the supply of the subject Goods/Matter in this bidding process in the Bidding Document;
- (f) Our firm for any part of the Contract has not been debarred by the State Government or the Procuring Entity or 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 the Government of Bihar or the Procuring Entity or DEOs or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;
- (j) We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity including Conflict of Interest as specified for Bidders in the Financial Rules and Guidelines of the state of Bihar and this Bidding Document during the procurement process and execution of the Contract till completion of all our obligations under the Contract;
- (k) We hereby agree in principle to be short-listed after mutual agreement.

Name:			-
In the capacity of:			-
Signed:			
Date:			
Duly authorised to sign t	he Bid for and on be	ehalf of:	
Complete Address			
Tel:	Fax:	E-mail:	

## **BIDDING FORM NO.-2:**

## **Manufacturer and Security Printer Certificate**

(To be given on the letterhead of the Manufacturer)

		Date:	
		NIB No.:	
To,			
Jo	oint Secretary		
C	Office of the Chief Electoral Officer, Bihar,		
7	, Sardar Patel Marg (Mangles Road),		
Р	ratna - 800015		
WHERE	AS		
We, w	ho are "manufacturer and security printer	r" of PVC cards with security featu	ures and
persona	alization process in our in-house factory(i	ies) situated at	
and also	o hereby declare that the above PVC EPIC Carc	ds, including personalization to be sup	olied, shall
be conf	forming to ECI standards, specification of the b	bid, and other guidelines.	
We also	know that if our sample(s) submitted with t	the bid when tested does/do not conf	orm to ECI
standar	ds/guidelines/norms as mentioned in the bid	d document (as the case may be), our l	oid may be
liable to	b be rejected.		
Name:		_	
In the c	apacity of:		
Signed:		_	
Manufa	acturer' seal:		
Tel:	Fax:	e-mail:	

#### <u>ANNEXURE-1: PRE-BID QUERIES' FORMAT</u> {to be filled by the bidder}

Name of the Company	/Firm:		
Name of Person(s) Reរុ	oresenting the Compar	ny/ Firm:	
Name of Person	Designation	Email-ID(s)	Tel. Nos. (Mo.)& Fax Nos.
Company/Firm Contac	rts:		

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

#### Query(ies) / Clarification(s) Sought:

S.No.	Bid Page No.	Bid Clause No.	<b>Existing Clause Details</b>	Query/Suggestion/ Clarification sought

#### Note:-

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

## <u>ANNEXURE-2: BIDDER'S AUTHORIZATION CERTIFICATE</u> {to be filled by the bidder}

(To be given on the letterhead of the Manufacturer)

То,			
Joint Secretary			
Office of the Chief Electoral Offi	cer, Bihar,		
7, Sardar Patel Marg (Mangles R	Road),		
Patna – 800015.			
Ref: NIB No.	date:		
WHEREAS			
We, who are "manufacturers and secu	ırity printer" of _		
having factory(ies) at			
do hereby authorise (Name)			
(Contact Numbers) Mobile	Fax	Email	
to submit a Bid in relation to the Invita	tion for Bids indic	ated above, the purpose of which is to	o provide
the following Goods, manufactured by	us and to subsec	quently negotiate and sign the Contra	ıct:
"Short-listing of Print Service Provide	r for supply of Pe	ersonalized PVC EPICs with security for	eatures"
We hereby extend our full guara	antee/warranty i	in accordance with Clauses giver	ı in bid
document/conditions of contract, with	n respect to the G	loods offered by the above firm in rep	oly to this
Invitation for Bids.			
Thanking you,			
Name of the Bidder: -		Verified Signature:	
Authorised Signatory: -		Name:	
Seal of the Organization: -		Position:	
(Includes complete address)			
Date:			
Place:			

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

To,

Joint Secretary
Office of the Chief Electoral Officer, Bihar,
7, Sardar Patel Marg (Mangles Road),
Patna – 800015.

#### **Declaration by Successful Bidder**

						,		<u> </u>						
In rela	ation to my	our bid su/	bmitted	l for " <u>S</u>	Supp	ly of	Personaliz	ed P\	<u>/CEPIC</u> c	ards w	ith se	curity	featı	ures"
confc	rming to	specificat	ions in	Bid	&	ECI	standards	in	respons	e to	the	NIB	Ref.	No.
				_ date	ed _		a	s an	Owner/	Parti	ner/ I	Direct	or/ A	٩uth.
Signa	tory of						, ۱/	We h	nereby de	clare	that: -	-		
We a	re eligible a	ind possess	the ne	cessar	y pr	ofess	ional, tech	nical	, financia	l and i	mana	gerial	resou	urces
and c	ompetence	required l	y the B	idding	Do	cume	ent issued l	y th	e Procuri	ng Ent	ity;			
a)	We have f	ulfilled my,	our ob	ligatio	n to	pay:	such of the	taxe	s payable	to the	e Unic	on and	the s	State
	Governme	ent or any l	ocal aut	hority	ass	speci <sup>.</sup>	fied in the	Biddi	ng Docur	nent;				

- b) We are not insolvent in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have its business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
- c) 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;
- d) We do not have a conflict of interest as specified in the Financial Rules and Guidelines of the State of Bihar and this bidding document which materially affects the fair competition.
- e) We are having an unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- 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
- j) We have complied and shall continue to comply with the Code of Integrity as specified in the Financial Rules and Guidelines of the state of Bihar and this Bidding Document, till completion of all our obligations under the Contract will not sublet the contract if awarded to us.

k) We agree to extend the validity of the bid submitted on the communication of the PE.

I) We have not modified, changed etc. any word/line/para/text mentioned in the bid downloaded

from the website(s) as mentioned in the bid; otherwise, we know that our bid shall be cancelled

and rejected if the submitted bid has a deviation of word/line/ para/text from the original bid.

m) We agree to submit appropriate Performance Security within the time period specified in the

bidding document; otherwise, we know that Procuring Entity has full rights to reject our bid and

also agree to extend the bid validity period, if any, and extend the contract period

unconditionally.

n) We have submitted only one bid.

o) We give our in-principle consent to be short-listed subject to mutual agreement. We also agree

that there would more than one short-listed successful bidders.

p) During the contract period, we will collect only those EPIC data of electors by some mutually

agreed mechanism (CEO/DEO and us) which are required to personalize the PVC EPICs

otherwise immediately for extra data/incomplete data will bring this into the knowledge of

CEO/DEOs to rectify.

q) After personalisation at our manufacturing site, we shall return the personalized PVC EPIC as

mentioned in the NIB, along with data to the concerned DEO and get a receipt.

r) We understand the IPR of the EPIC data given for personalization by us lies with your

department or ECI and will hereby undertake that the given data shall not be copied in any

form, not shown/given to any entity, not retained in any form, not used for the purpose 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.

s) 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

Bihar, 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: \_\_\_\_\_

#### ANNEXURE-4: CERTIFICATE OF CONFORMITY/ NO DEVIATION(to be filled by the bidder)

To,

Joint Secretary
Office of the Chief Electoral Officer, Bihar,

7, Sardar Patel Marg (Mangles Road),

Patna – 800015.

## **CERTIFICATE**

- 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 Financial Rules and Guidelines of the State of Bihar issued and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms & conditions of the bidding document without any deviations.
- 3. I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in "Supply of Personalized PVC EPICs with security features", as mentioned in the NIB, to meet the desired Standards set out in the bidding Document/ECI.
- 4. I/We are "PVC Card Manufacture and Security Printer" and declare that Personalized PVC EPICs supplied shall be conforming to the specifications mentioned in the Bid Document and to the ECI norms/guidelines/circulars.
- 5. I/We, understand the IPR of the EPIC data given for personalization by us, lies with your department or ECI and will hereby undertake that the given data shall not be copied in any form, not shown/given to any entity, not retained in any form, not used for the purpose other than the purpose mentioned in the bid etc. The data shall be erased entirely once the matter of the lot of supply is materialized/settled.

Thanking you,

Name of the Bidder: 
Authorised Signatory: 
Seal of the Organization: 
Date: \_\_\_\_\_\_

Place: \_\_\_\_\_

## **ANNEXURE-5: BILL OF MATERIAL (BOM)**

S.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY TO BE	BIDDERS
NO.		SUPPLIED DURING THE CONTRACT	ACCEPTANCE OF
		PERIOD	SUPPLY AS PER T&C
			MENTIONED IN THE
			BID DOCUMENT
			(YES/NO)
1.	SHORTLISTING OF SUPPLIERS FOR	7.5 crore	
	SUPPLY OF PERSONALIZED PVC	PERSONALIZED	
	ELECTORS' PHOTO IDENTITY	PVC EPICs PER YEAR	
	CARDS (EPICS) with security	(Approx)	
	features CONFORMING TO ECI		
	GUIDELINES & COMPLIANCE TO		
	THE BID.		

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date:
Place:

## **ANNEXURE-6: BID SECURING DECLARATION**

## Form of Bid Securing Declaration

		Date: [insert date (as day, month and year)]
		Bid No.:[insert number of bidding process]
To,		
	Joi	nt Secretary
	Off	ice of the Chief Electoral Officer, Bihar,
	7, 9	ardar Patel Marg (Mangles Road),
	Pat	na – 800015.
We, t	he un	dersigned, declare that:
We u	ınders	tand that, according to your conditions, bids must be supported by a Bid-Securing
Decla	ration	. We accept that we will automatically be suspended from being eligible for bidding in any
contr	act wi	th you, for the duration of contract starting on [insert date], if we are in breach of our
obliga	ation(s	s) under the bid conditions, more specifically, if we:
a.	with	draw or modify our Bid after deadline for submission of bids, during the period of bid
	valid	ity specified in the Bid Data Sheet (hereinafter "the BDS"); or
b.	havir	ng been notified during the period of bid validity specified in the BDS about the
	acce	otance of our Bid by you,
	i.	fail or refuse to execute the Contract Agreement within the time period specified in the
		BDS,
	ii.	$fail\ or\ refuse\ to\ furnish\ the\ performance\ security,\ in\ accordance\ with\ the\ Instructions\ to$
		Bidders (hereinafter "the ITB") within the time period specified in the BDS,
c.	not a	ccept the correction of arithmetical errors in accordance with the ITB; or
d.	brea	ch a provision of the Code of Integrity specified in the State Act and Rules and the ITB.
We u	nders	tand this Bid-Securing Declaration shall expire if we are not the successful short-listed
bidde	rs, up	on 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.
Signe	d:	[insert signature of person whose name and capacity are shown]
Name	e:	[insert complete name of person signing the Bid-Securing Declaration]
In the	capa	city of:[insert legal capacity of person signing the Bid-Securing Declaration]
Duly	autho	rized to sign the bid for and on behalf of:[insert
comp	lete n	ame and address of the Bidder] Dated on day of ,20 [insert date of signing]
Corpo	orate	Seal [affix corporate seal of the
bidde	er]	

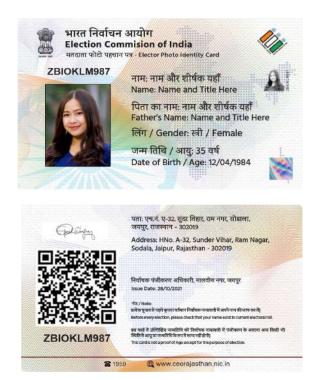
### Note:

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

#### **ANNEXURE-7:**

## **Indicative Sample of PVC EPIC**

#### Sample of Colour Personalized PVC EPIC (Indicative only):



#### 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,	NIB NO
10,	Joint Secretary
	Office of the Chief Electoral Officer, Bihar,
	7, Sardar Patel Marg (Mangles Road),
	Patna – 800015.
M/0	
	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 Goods and Related Services as specified in bid document:
(c)	The total Price for our Bid is:
(d)	We understand that this Bid, together with your written acceptance thereof included in you
	notification of award, shall constitute a binding contract between us until a formal contract is
	prepared and executed.
(e)	We give our in-principle consent to be short-listed subject to mutual agreement. We also agree
	that there would be more than one short-listed successful bidders.
(f)	We understand that you are not bound to accept the lowest evaluated bid or any other bid tha
	you may receive.
Nam	ne:
	e capacity of:
	ed:
	::
	authorised to sign the Bid for and on behalf of:
	plete Address
Tel:	
-	

## ANNEXURE-8: FINANCIAL BID COVER LETTER FORMAT (to be submitted by the bidder on his Letter head)

To,

#### Joint Secretary

Office of the Chief Electoral Officer, Bihar,
7, Sardar Patel Marg (Mangles Road),
Patna – 800015.

Reference: NIB No. :	Dated:

Dear Sir,

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

- I/ We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all costs likely to be incurred for executing this work. The prices are inclusive of all types 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.
- Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.
- 6. I/ We hereby declare that our bid is made in good faith, without collusion or fraud, and the information contained in the bid is true and correct to the best of our knowledge and belief.
- 7. We understand that you are not bound to accept the lowest or any bid you may receive.
- 8. We give our in principle consent to be short-listed subject to mutually agree. We also agree that there would be more than one short-listed successful bidders. The rate quoted is applicable for all the districts of the State of Bihar.
- 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 the website(s) as mentioned in the bid; otherwise, we know that our bid shall

be cancelled and rejected if the submitted bid has a 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 CEO/DEOs for extra data/incomplete data, to rectify.

12. I/ We, after personalisation at our manufacturing site, shall return the personalized EPIC on PVC

cards along with data to the concerned DEO and get a receipt.

13. I/ We would be responsible to all the DEOs and other authorities of the concerned area, as per

bid terms & condition mentioned herein.

14. 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 purpose other

than the purpose mentioned in the bid etc. The data shall be erased entirely once the matter of

the sot of supply is materialized/settled.

15. We undertake the accountability of security of data, Holograms being provided by the

department, and EPIC cards being printed

We agree to all the terms & conditions as mentioned in the bidding document and submit that we

have not submitted any deviations in this regard. We have submitted only solution/goods based

proposals and understand that in case of multiple bids proposed, may lead to reject our bid for which

we only are the responsible.

Date:

Signature of Authorized Signatory:

Name:

Designation:

**Bid Document for "Supply of PVC EPICs"** 

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#### **ANNEXURE-9: FINANCIAL BID (BoQ)**

# **Financial Bid Format (BoQ)**

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

S. No.	Name & Description of Item	Unit	Estt. Qty. Per year.	Unit Cost in INR	Total Cost in INR Before Tax (this includes all levies & other incidental charges, if any)	Tax as on date (Tax Name & percentage	Applicab le Tax in INR on Total Cost	Total Cost in INR (inclusive all taxes, charges, levies etc.)
1	Printing & Supply of Personalized Colour PVC Elector's Photo Identity Cards (EPIC) with high security Hologram (hot stamped) supplied by the designated vendor	Per Card	7.5 Crore units (Approx.)					
2	Welcome Letter and Voter's Pledge (Back to back)	One	7.5 Crore units (Approx.)					
3	Voter Guide (Back to back)	One	7.5 Crore units (Approx.)					
4	Envelope as per ECI guidelines described as "EPIC Kit" (SI. No. 1 + 2 + 3 + 4) to be delivered to respective District Election Officers (DEOs) with other security features.	One	7.5 Crore units (Approx.)					
	Total							
Total Amount in figures								
T	otal Amount in words							

#### Note:

Bidders submitting their Bids electronically shall follow the electronic Bid submission procedure as specified on the State e-Procurement Portal https://www.eproc2.bihar.gov.in. Bidders should not fill any information in the above format & submit physically; otherwise the bid shall be treated as nonresponsive. Bidder should submit their financial bid online on e-Proc website/Portal only. More than one bidder will be short-listed on the lowest rate.

#### Annexure-10: PERFORMANCE SECURITY DECLARATION

#### Form of Performance Security Declaration

Date:	[insert date (as day, month and year)]
Contract I	Name and No.: [insert name and number of Contract]
To,	
	oint Secretary
	ffice of the Chief Electoral Officer, Bihar,
	, Sardar Patel Marg (Mangles Road),
	atna – 800015. dersigned, declare that:
•	
	tand that, according to your conditions, the Contract must be supported by a Performance
Security De	eclaration as a guarantee to ensure fulfilment of our all performance obligations under the
Contract fo	or "Short-listing of Supplier for Supply of Personalized PVC Electoral Photo Identity Cards
(PVC EPICs	<u>)</u> ".
We accept	that we will automatically be suspended from being eligible for bidding in any contract
with you fo	or the period of time of [Procuring Entity to indicate here the period of time for
which the	Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the
performan	ce Security Declaration is to be executed] starting on the date that we receive a
notification	n from you, the [Designation of the Procuring Entity] that our Performance Security
Declaration	n is executed, if we are in breach of any of our performance obligation under the conditions
of the Cont	cract.
We unders	tand this Performance Security Declaration shall expire after 60 days of completion of our
all obligati	ions under the Contract including Defect Liability, warranty/ Guarantee, operation
maintenan	ce, etc. in accordance with the conditions of the Contract.
Signed:	[insert signature of person whose name and capacity are shown
In the capa	city of:[insert legal capacity of person signing the Performance Security Declaration
Name:	[insert complete name of person signing the Declaration]
Duly autho	rized to sign the Contract for and on behalf of:
[insert con	nplete name and address of the Bidder] Dated on [insert date of signing
Corporate	Seal
Note:	
Performan	ce Security Declaration shall only be dully filled in by the Departments of the State
Governme	nt, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative
Societies w	hich are owned or controlled or managed by the State Government and Government
Undertakin	ngs of the Central Government.

# <u>ANNEXURE-11: DRAFT AGREEMENT OF CONTRACT FORMAT</u>{to be mutually signed by selected bidder and procuring entity}

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

# <u>Agreement</u>

An a	greement made this day of between
(her	einafter called "the Security printer and Supplier" [here means short-listed printer and
	olier]), which expression shall, where the context so admits, be deemed to include his heirs
	essors, executors and administrators of the one part and Chief Electoral Officer, Bihar
	einafter called "the Procuring Entity") on behalf of the all DEOs (Collectors), all Districts of state
	ishar (after execution of this agreement all the DEOs of the State shall be performing all
	/grievance redressal/activities etc. for this Bid during contract period), which expression shall,
-	
	re the context so admits, be deemed to include his successors in office and assigns) of the other
part.	
	EREAS the Procuring Entity invited Bids for certain Goods and Related Services,
	and has accepted a Bid by the
Supp	olier for the supply of those Goods and Related Services for the sum of
	(amount in figures and words)
•	ein after "the Contract Price").
	V THIS AGREEMENT WITNESSES AS FOLLOWS:
1.	In this Agreement words and expressions shall have the same meanings as are respectively
2	assigned to them in the Contract referred to.
2.	The bid document issued vide even no dated and work order no
	dated shall be deemed to form and be read and construed as part of this Agreement.
3.1	The contract shall be in force for one year, extendable as per requirement.
3.2	The period of contract may also be reduced or contract can be terminated on the basis of
	decision of CEO, Bihar.
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. The (Financial Rules and Guidelines of the State of Bihar) promulgated, their amendments issued by the State Government shall also be the part of this contract agreement of stores/ works which supplier has failed to supply/ install/ complete: -

a)	Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work			
b)	Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work			
c)	Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work			
d)	Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	10.0%		

#### Note:

- 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 CEO concerned hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

#### mentioned herein before.

Signed By:	Signed By:
0	()
Designation:,	Designation:
Company:	Election Department, Govt. of Bihar
In the presence of:	In the presence of:
()	()
Designation:	Designation:
Company:	Election Department, Govt. of Bihar
	()
Designation:	Designation:
_	
Company:	Election Department, Govt. of Bihar

#### **ANNEXURE - 12**

Ref.....

#### FORM OF PERFORMANCE SECURITY BANK GUARANTEE

(To be Stamped in accordance with Stamp Act)
The non-judicial stamp paper should be in the name of issuing Bank

Bank Guarantee No.....

Date.	
То	
	Chief Electoral Officer, Bihar  7. Sardar Patal Mara (Marales Boad)
	7, Sardar Patel Marg (Mangles Road) Patna – 800015
Dear	
1.	In consideration of the Election Department, Govt. of Bihar, Chief Electoral Officer Bihar
	(hereinafter referred to as the 'bid inviting agency and purchaser' which expression shall unless
	repugnant to the context or meaning thereof include its successors, administrators and assigns)
	having awarded to M/s with its Registered/Head office at
	(hereinafter referred to as the "Supplier" which expression shall unless repugnant to the
	context or meaning thereof, include its successors, administrators, executors and assigns), a
	Contract by issue of Notification of award No dated and the same having
	been acknowledged by the Supplier, resulting in a Contract, bearing No
	datedvalued atfor (scope of Contract) and the Supplier having agreed to
	$provide\ a\ Contract\ Performance\ Guarantee\ for\ the\ faithful\ performance\ of\ the\ entire\ Contract$
	not exceeding Rs (in words & figures).
2.	We(Name & Address of Bank Branch) having its Head office at
	(hereinafter referred to as the 'Bank', which expression shall, unless
	$repugnant\ to\ the\ context\ or\ meaning\ thereof,\ include\ its\ successors,\ administrators,\ executors$
	and assigns) do hereby guarantee and undertake to pay the amounts due and payable under
	$this\ guarantee\ without\ any\ demur,\ reservation,\ context,\ recourse\ or\ protest\ and/or\ without\ any$
	$reference\ to\ the\ Supplier\ merely\ on\ a\ demand\ from\ the\ Purchaser\ stating\ that\ the\ amount$
	claimed is due by way of loss or damage caused to or would be caused to or suffered by the $\ensuremath{S}$
	Purchaser by reason of breach by the said Supplier(s) of any of the terms or conditions
	contained in the said Agreement or by reason of the Supplier(s)' failure to perform the said
	Agreement. Any such demand made on the Bank shall be conclusive and binding not
	withstanding any difference between the Purchaser and the Supplier or any dispute pending
	before any Court, Tribunal, Arbitrator or any other authority. We agree that the guarantee
	herein contained shall be irrevocable and shall continue to be enforceable till the Purchaser
	discharges this guarantee.

- 3. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Supplier or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Purchaser or any other indulgences shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.
- 4. The Bank also agrees that the Bid Inviting Agency/Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and not withstanding any security or other guarantee the Purchaser may have in relation to the Supplier's liabilities.
- 5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).
- 6. Notwithstanding anything contained hereinabove:

a. Our liability under thi	guarantee is restricted to Rs	(in words & figures)
----------------------------	-------------------------------	----------------------

- b. This Bank Guarantee will be valid upto .....; and
- c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before ..............

In witness whereof the Bank, through its authorised officer, has set its hand and stamp on this......day of......2025 at.........

WITNESS	
(Signature)	(Signature)
(Name)	(Name)
(Official Address)	(Designation with Bank Stamp)
Attorney as per Power of Attorney No Dated	

#### **BANK GUARANTEE FOR BID SECURITY**

(To be Stamped in accordance with Stamp Act)
The non-judicial stamp paper should be in the name of issuing Bank

Date	Ref	••••••	Bank Guarantee No
Chief Electoral Officer, Bihar 7, Sardar Patel Marg (Mangles Road) Patna – 800015  Dear Sirs, 1. In accordance with Invitation to Bid under your Specification No	Date.		
7, Sardar Patel Marg (Mangles Road) Patna – 800015  Dear Sirs,  1. In accordance with Invitation to Bid under your Specification No	То		
Patna – 800015  Dear Sirs,  1. In accordance with Invitation to Bid under your Specification No	C	hief Electoral Officer, Bihar	
Dear Sirs,  1. In accordance with Invitation to Bid under your Specification No	7,	, Sardar Patel Marg (Mangles Road)	
<ol> <li>In accordance with Invitation to Bid under your Specification No</li></ol>	Pa	atna – 800015	
Registered/Head Office at (hereinafter called the 'Bidder') wish to participate in the said Bid or and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of	Dear :	Sirs,	
<ul> <li></li></ul>	1.	Registered/Head Office at (hereinafter ca and you, as a special favour have agree Guarantee for an amount of val deposit required to be made by the Bide	lled the 'Bidder') wish to participate in the said Bid o ed to accept an irrevocable and unconditional Banl id upto on behalf of Bidder in lieu of the Bid
Supplier(s)/Service Provider(s).  4. Notwithstanding anything contained hereinabove:  a. Our liability under this guarantee is restricted to Rs	2.	guarantee and underta Officer, Bihar, the amount of (in words & recourse. Any such demand made by	ke to pay immediately on demand by Chief Electora figures) without any reservation, protest, demur and said 'Owner' shall be conclusive and binding onus
a. Our liability under this guarantee is restricted to Rs	3.	-	e to the change in the constitution of the Bank or the
b. This Bank Guarantee will be valid upto; and c. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only upon service of a written claim or demand by you on or before	4.	Notwithstanding anything contained here	
only upon service of a written claim or demand by you on or before			
(Signature) (Signature) (Signature) (Name) (Name) (Name) (Official Address) (Designation with Bank Stamp)		only upon service of a written clair whereof the Bank, through its a	m or demand by you on or before In witness outhorised officer, has set its hand and stamp or
(Signature)       (Signature)			
(Name) (Name)(Official Address) (Designation with Bank Stamp)		(Signature)	(Signature)
(Official Address) (Designation with Bank Stamp)		(Name)	(Name)
	Attori		

#### **ANNEXURE 14**

	List of Documents Submitted				
		Date :			
		Bid No.:			
То					
O/o ( 7, Sa	Secretary, Chief Electoral Officer, rdar Patel Marg (Man a – 800015				
We, the unde	ersigned, declare that:				
The following	g documents listed he	rein have been submit	tted –		
Sr. No.	Document Type	Fulfilling Clause No.	Page No. (Attached in the document)	Remarks	
	ignature) ized Signatory				
Name :					
	:				
Place :					
Date:					

By Email

# **ELECTION COMMISSION OF INDIA**

NIRVACHAN SADAN, ASHOKA ROAD, NEW DELHI -110001

No. 23/EPIC Security/2021-ERS

Dated: 5th October, 2021

To,

The Chief Electoral Officers of all States/UTs.

Subject: VC on 06.10.2021 on new security features of EPIC - regarding.

Madam/Sir.

I am directed to refer to the subject cited above and to state that a Video Conference (VC) has been <u>scheduled on 06.10.2021 from 04:00 PM</u> onwards under the chairmanship of Sh. Sudeep Jain, Senior Deputy Election Commissioner, in order to discuss the issue relating to EPIC with new security features.

You are, therefore, requested to attend the said VC on stipulated date and time.

Yours faithfully

(RITESH SINGH) UNDER SECRETARY



# $160000 \times 60000 \times \text{in security the times } (CT) \text{M}_{\odot}$

and Commission has decided that is

- New security features to be incorporated in EPICs. Ghost Image, Microstext, QR Code, Hologram, Invisible Logo.
- 7. Circles can identify the printers for printing EPICs with security features (including hot fused Rologram) prescribed by ECI, printers to have secured manufacturing and invertory control processes.
- CEOs to also identify hologram printers who could print holograms as per ECO's specifications.
- CEOs will do regular audits of inventory as well as quality of eards and inventory of holograms at eard manufacturers. ECI may also do audits whenever required.
- Proposed specifications (as used by Aadhar) are attached. Design of Envelope and Cover Jetter will be communicated by SVEEP Division.

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# Security Features for EPIC

				ACCEPTANCE OF THE PROPERTY OF	Contd
<ul> <li>It is used for verification purpose by embedding web address for quick online verification.</li> <li>It is also used for offline verification.</li> </ul>	• Text printed at microscopic levels but still sharp enough to be read by the humane eye.	<ul> <li>Set of complex lines that vary randomly in color and shade. It is difficult to scan and reproduce.</li> <li>Pre-printed stationary /cards with the guilloche patterns are available in the market, controlling inventory will help to stop counterfeiting.</li> </ul>	The production of the design cylinger is controlled by the Hologram Association of India and its restricted for unauthorized production there is a high level of difficulty from the fraudster.	<ul> <li>A small image in black &amp; white of color image printed on the card.</li> </ul>	4.
 OR Code	Wicro text	Guilloche pattern	Hologram	Ghost image	



# SPECIFICATION OF AADHAAR PVC CARD, ENVELOPE AMD COVER LETTER

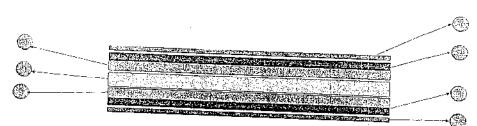
#### (A) AADHAAR PVC Card

- Printing of Aadhaar PVC Card shall be as por the specifications of design and color scheme indicated by UIDAL
- 2. Specifications of Aadhaar PVC Card.

	Material	Poly Vinyl Chloride(PVC) > Polyethylene Terephthalate Glycol (PETG)			
		Proposed Layering is mentioned in RFP document			
	Camination (Overlay)	Glossy / Mat finishing			
	Card Size	CR 80 (86 mm x 54 mm x 0.76mm)			
	Thickness	760 microns (+/- 10%)			
	Color	Card will follow existing color scheme of Aadhaar Letter:  - White background for normal Aadhaar  - Light blue for Bal Aadhaar (resident in age group 0.5 yrs)) or other color scheme as decided by UIDAI time to time.			
	Design and layout	Indicative design provided in RFP. UIDAI may alter the design, color scheme and layout any time before or during the currency of the contract.			
	ISO Standard -	CR-80 type adhering to ISO/ ICC 7810 /10373 standards			
	Special feature	QR Bar code with 3000 + text characters. However, UiDAI may alter the size, specifications and layout of the QR code any time before or during the currency of the contract.			
	Personalization	Digital Laser printing of 600 dpi * 600 dpi for QR code <sup>1</sup> , variable data printing (including regional language) on both sides of the card.			
:	Indicative list of card features	<ul> <li>Hologram: Hologram size (after stamping): 16mm X 12mm. To be hot stamped made up of 19 -23 Micron polyester film of Gold/Silver shade.</li> <li>Micro text: Text as border of the Photograph in size 19 to 25 micron</li> <li>Ghost Image Printing: Resident Photograph (Front side)</li> <li>Guilloche pattern on the base of the card. Design shall be provided by UIDAI</li> </ul>			



# Proposed Layering of Aadhaar (PVC+PETG) Card



1,7: Overlay 50 Micron Top and Bottom

2,6: Variable Data Print layer (LASER Printing 600 DPI and Allove)

3.5: PVC Layer 180 Micron Top and Bottoni

4: PerC Middle Layer 340 Micron

#### (B) ENVELOPE

- 1. Printing of Envelope shall be as per the specifications of design and colour scheme indicated
- 2. Specifications of envelope:

5 No	Item	Specifications
1.	Envelope type	<ul> <li>Secured, protected window type for address &amp; tracking barcode visibility.</li> <li>Window Film – 25 microns with proper stiffness, high tensile strength, excellent optics and good water barrier properties.</li> <li>22.6x28.4cm open - 10.7x24cm close size</li> <li>100 GSM Maplitho paper</li> <li>Die cut with Re moisture glue pasting on flap</li> </ul>
2.	Dimensions	To accommodate one Aadhaar (PVC+PETG) Card and Cover letter.



; :	Sign Alexander Saturday as	sertion/enegroos	
3. * Color r * * * * * * * * * * * * * * * * * *	Prosprinting in a color		ash i Ar
·			. e:

# (C) COVER LETTER

- Printing of cover letter shall be as per the specifications of design and colour scheme indicated by UIDAI.
- 2. Specifications of cover letter:

Item	Specifications
Cover letter type	The material/paper should be 80 GSM Maplitho paper.  Variable data to be printed on the letter along with Auto Folding, card affixing and inserting
Dirnensions	210mm x 297mm
Color	Pre-Printing in 4 color for Aadhaar logo and tag line.  Variable data should be in single color (black)
	Cover letter type Dimensions

#### CHECKNOONS OF ARBUAAR POLOGRAMA

24/2021--

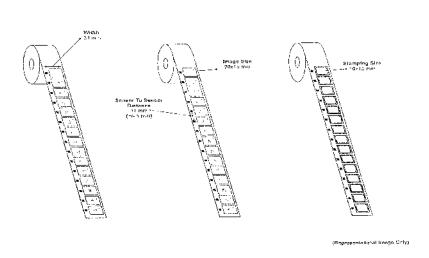
To maintacture & supply Security Holographic Hot stamping Foil (Gold/Silver Foil) for Adonaar PVC cards as per the holographic features prescribed by Unique Identification Authority of India (UIDAI).

The pudder shall NOT outsource hologram master work (or any other intermediate process) to any other organization, and must have complete in-house infrastructure to manufacture UIDAI hologram as per the specifications as mentioned below.

SI, No.	Агеа	Requirement
1.	Holographic Features	Indicative list of high security anti-counterfeiting holographic features are:  Overt:  Motion Effects Multi Channel Effects True Color effects Gradient effects Covert: Micro Security Features CLR based effects Forensic: Nano Security Features Note: Selected bidder will be required to provide 5 sample designs in
		consultation with UIDAI based on aforesaid (or other better) features for finalization by UIDAI before MASTER creation. Ownership of finalized Master will remain with UIDAI.
7.	Hologram Size	Hologram size (before stamping) : 20mm X 15mm  Job size or die size (after stamping) : 16mm X 12mm
3.	Hologram Type	The security hologram must be suitable for hot stamping on UIDAI card. It should be as per the design, approved and finalized by UIDAI.
4.	Film Type	Vacuum metalized, 19 to 23 micron polyester film of Silver and Gold shade to be used.
5.	Adhesive	Thermo Plastic polymer based adhesive to be used.
6.	Hologram color	Gold/Silver Foil to be used
7.	Numbering	Each hologram has to be serially numbered to ensure proper accountability of the holographic hot stamping foil (numbering must not vanish by rubbing fingers upon it). Numbering may be on the holographic hot stamping foil over the holographic design or on the foil. However, upon hot stamping it must not get transferred on to the card.



- Selected bidder will be required to make delivery for the holograms to 2 PSP(sessificated by U.DAI (through separate RPP) without any extra cost.
- Details of the PSP including name, location of delivery (within India). SPOC etc. will be shared with selected bidder only.
- Bidder should maintain delivery proofs duly signed by Bidder as well as receiving PSO indicating Date/Time/Quantity etc.
- The diagrammatic representation of the UIDA! hologram for dimensions pro hot stamping and post hot stamping are as under:



By Post/ Email

## ELECTION COMMISSION OF INDIA NIRVACHAN SADAN, ASHOKA ROAD, NEW DELHI -110001

No. 23/ID/2021-ERS

Dated: 22nd June, 2021

To,

The Chief Electoral Officers of all States/UTs

Subject: - Delivery of EPIC/Replacement EPIC to the electors by Speed Post- reg.

Reference:

(i.) Commission's letter No. 23/ID/2012 dated 27.02.2013,

(ii.) Commission's letter No. 22/2/INST/ECI/FUNC/ERD/ER/2014 dated

07.04.2017.

Sir/Madam,

I am directed to refer to the subject cited and to state in supersession of all previous instructions, the Commission has decided that henceforth, in all cases, including the cases of Replacement EPICs, delivery of EPICs/Replacement EPICs to the electors shall be done only through Speed Post under acknowledgement.

Currently, delivery of EPICs by Speed Post is being done in NCT of Delhi and Tamil
Nadu. The issue of delivery of EPICs by Speed Post has been discussed with Department of
Post and the Department has agreed to extension of the facility in all States/UTs.

Yours faithfully,

(RITESH SINGH) UNDER SECRETARY

#### By E-Mail/Speed Post

#### ELECTION COMMISSION OF INDIA Nirvachan Sadan, Ashoka Road, New Delhi – 110 001

No. 491/ECI/LET/FUNC/SVEEP-III/EPIC/ENVELOPE/2021

Dated: 14th October, 2021

To

Chief Electoral Officers of all States/UTs

Sub: Distribution of EPIC in a designed envelope - reg

Sir/Madam,

As you are aware that superintendence, direction and control of preparation of electoral rolls for elections to the Parliament & State Legislatures are vested in the ECI, the Commission provides for identity card known as Electors Photo Identity Card (EPIC) to every elector with a view to prevent impersonation of electors and facilitate their identification at the time of polling. Initially the Commission had issued EPIC with black & white photograph & a hologram with certain specifications. Later, the Commission decided to go for a PVC EPIC with color photograph.

Further, to build a truly participative democracy by encouraging all eligible citizens to vote and make an informed decision during the elections, comprehensive SVEEP measures for voters' awareness are being taken up to enhance people's participation in the upcoming elections. In continuation of these measures, the Commission, during the two-day SVEEP consultation workshop held on August 25-26, 2021 launched an initiative to reach out to new voters through a personalized letter when sending out their Voter ID cards.

As EPIC is the first formal interaction point of voters with the Commission, in order to standardize the experience and give a personalized touch to the EPIC delivery, it is envisaged & directed that CEOs/DEOs should hand over/deliver/courier this kit to newly registered electors, which contains a personalized letter along with a voter guide and voters pledge. The open file of the letter and voter guide is shared herewith and it may be noted that this voter guide is only for the newly registered electors.

Further, you are directed to translate the content suitably in regional language. Also, kindly put up a copy of letter for general information on CEO/DEOs visitors display board at an appropriate location.

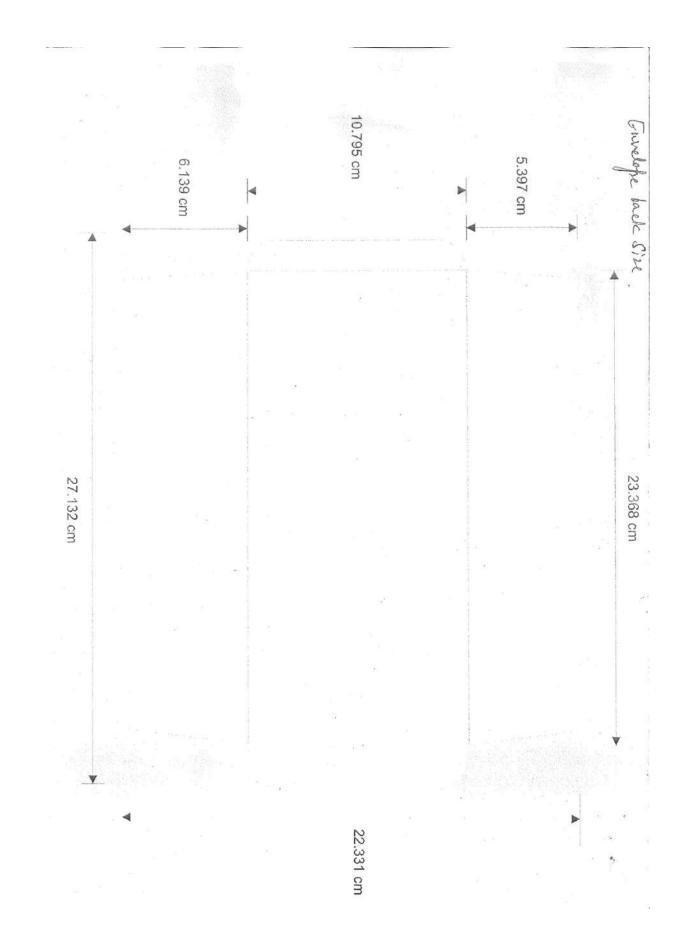
Yours faithfully

ANUJ CHANDAK

(JOINT DIRECTOR)









# District Election Officer .....Bihar

#### YOUR VOTE, YOUR RIGHT.



#### आपका मत आपका अधिकार

Dogr
Dear,
Congratulations on receiving your EPIC – Electors Photo Identity Card! The Election Commission of India welcomes you as an integral and valued member of the world's largest democracy.
We are happy that you have enrolled as a voter – Right to vote bestows privilege and responsibility. Election Commission of India is committed to free, lair, accessible, inclusive, transparent and ethical elections.
Your vote is valuable and hence we urge you to participate in each election by choosing your representative wisely. Prior to Poll day, check details of contesting candidates, your name in voter-list and polling booth details. The attached Voter Guide provides detailed information on all election related queries.
On poll day, press the EVM button against the candidate of your choice and verify your selection on the screen of VVPAT. Be a proud voter and showcase your inked finger!
Greetings from Election Commission of India for embarking on this epic journey.
Happy Voting!
With Best Wishes,
प्रिय
आपको एपिक - निर्वाचक फोटो पहचान पत्र प्राप्त करने पर बधाई ! भारत निर्वाचन आयोग दुनिया के सबसे बड़े लोकतंत्र के एक अभिन्न अंग और मूल्यवान सदस्य के रूप में आपका स्वागत करता है।
हमें खुशी है कि आप मतदाता के रूप में नामांकित हुए हैं - मतदान का अधिकार विशेषाधिकार तो देता ही है उत्तरदायी भी बनाता है। भारत निर्वाचन आयोग स्वतंत्र, निष्पक्ष, सुगम, समावेशी, पारदर्शी और नैतिक चुनावों के लिए प्रतिबद्ध है।
आपका वोट मूल्यवान है और इसलिए हम आपसे आग्रह करते हैं कि आप प्रत्येक चुनाव में भाग लेकर अपने प्रतिनिधि का चुनाव बुद्धिमानी से करें। मतदान दिवस से पहले, चुनाव लड़ने वाले अभ्यर्थियों का विवरण, मतदाता सूची में अपना नाम और मतदान बूथ के विवरण की जांच करें। संलग्न मतदाता गाइड में चुनाव संबंधी सभी प्रश्नों पर विस्तृत जानकारी दी गई है।
पर (परतृत जानकार) दो गेड् है।
मतदान के दिन, अपनी पसंद के उम्मीदवार के सामने ईवीएम का बटन दबाएं और वीवीपेंट
की स्क्रीन पर अपने चयन का सत्यापन करें। स्वाभिमानी मतदाता बनें और अपनी स्याही
लगी उंगली दिखाएं!
इस एपिक यात्रा का शुक्षारंभ करने के लिए भारत निर्वाचन आयोग की ओर से बधाई।
हैप्पी वोटिंग
शुझेच्छु,
Local Laboratory Company







#### **ELECTOR'S PLEDGE**

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

# निर्वाचक द्वारा ली जाने वाली शपथ

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

#### **USE YOUR EPIC NUMBER**

#### **Voter Helpline App**



### **Voter Portal**



- Booth Navigator; Find driving directions to your polling booth on Map

- Search your name in Electoral Roll
  Know your Polling Officials
  Apply for correction in Voter ID card
  Apply for shifting within Assembly Constituency
- Find your Assembly Constituency and Polling Stations
- Search your name in Electoral Roll

- Know your Polling Officials (DEO/ERO/BLO)
   Apply for correction in Voter ID card
   Apply for shifting within Assembly Constituency







#MyVoteMatters

21 cm

District Election Officer Lucknow, Uttar Pradesh

#### YOUR VOTE, YOUR RIGHT. आपका मत आपका अधिकार



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Happy Voting!

With Best Wishes,

प्रिय

DEO

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

हमें खुशी है कि आप मतदाता के रूप में नामोकित हुए हैं - मतदान का अधिकार एक विशेषाधिकार होने के साथ-साथ एक उत्तरदायित्व भी हैं। भारत निर्वाचन आयोग स्वतंत्र, निष्पक्ष, सुगम, समावेशी, पारदशीं और नैतिक चुनावों के लिए प्रतिवर्ध है।

आपका वोट सूर्यवान है और इसलिए हम आपसे आयह करते हैं कि आप प्रत्येक युनाव में आग तेकर अपने प्रतिनिधि का युनाव बुद्धिमानी से करें। मतदान दिवस से पहले, युनाव लड़ने वाले अभ्यर्थियों का विवरण, मतदाना सूची में अपना नाम और मतदान क्य के विवरण की जांच करें। संलग्न मतदाना गाइड में युनाव संबंधी सभी प्रश्नों पर विक्तृत जानकारी दी गई है।

मतदान के दिन, अपनी पसंद के उम्मीदवार के सामने ईवीएम का बटन दवाएं और वीवापेंट की स्कीन पर अपने चयल का सत्यापन करें। स्वामिमानी मतदाता बनें और अपनी स्याही लगी उंगती दिखाएं।

इस एपिक यात्रा का शुआरभ करने के लिए भारत निर्याचन आयोग की और से बशाई।

हैप्पी बोटिंग

शुओच्छु,

जिला निर्वाचन अधिकारी

// Election Commission of India



29.7 cm



Voter guide 81 20



# मतदाताओं के लिए प्रमुख सूचनाएँ

मतदाता सूची में अपना नाम देखें



- वेबसाइट देखें: voterportal.eci.gov.in
- एसएमएस करें 1950: ECIPS <space> <EPIC No>
- वोटर हैल्पलाइन एप का प्रयोग करें।

मतदान बूथ खोजें



- देखें: voterportal.eci.gov.in
- एसएमएस करें 1950: ECIPS <space> <EPIC No>
- वोटर हैल्पलाइन एप का प्रयोग करें।

चुनाव लड़ रहे उम्मीदवार को एवं उनका पूर्ववृत्त जानें



• वीटर हटैपलाइन एप का पोपा करों

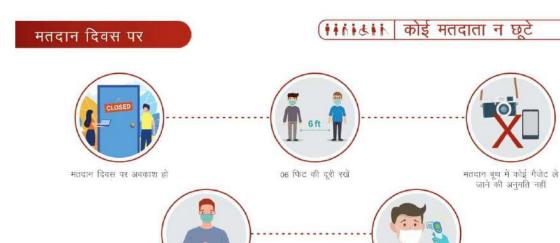
चुनाव संबंधी जानकारी



• 1950 पर कॉल करें।

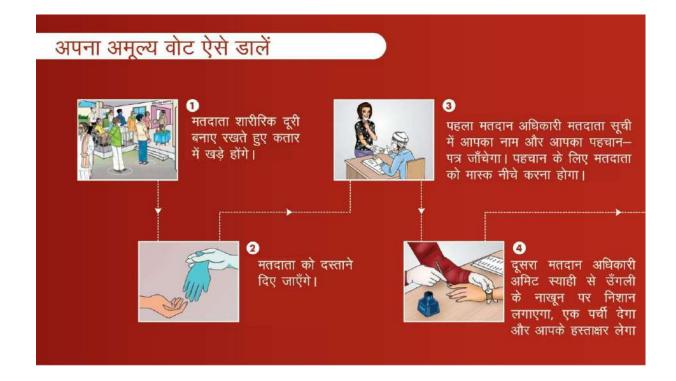
वोटर हैल्पलाइन एप पर इपिक नं. के द्वारा अपना चुनाव बूथ खोजें।

वोट खालने हेतु आपका नाम मतदाता सूची में होना चाहिए।



गल्यस एवं मास्क पहनें, हाथ सैनिटाइज करें

यदि दो बार मापने पर भी तापमान निर्धारित मानक से उपर आता है तो कोविड–19 के निवारक उपायों का पालन करते हुए मतदान के अंतिम घंटे में आकर मतदान करना होगा।





# मतदान के अंतिम घंटे के दौरान की प्रक्रिया



#### कोविड-19 के दौरान सुरक्षित मतदान

• मास्क, फेस शील्ड व दस्ताने



सैनिटाइजर, साबुन एवं पानी



• सभी व्यक्तियों हेत् धर्मल स्कैनिंग



• सामाजिक दूरी



• लंबी कतारों से बचने के लिए टोकन



• ऐच्छिक पोस्टल बैलेट सुविधा









आपकी वि	टेप्पणी / नारों / रचनात्मकताओं की प्रतीक्षा में:
******	

# वरिष्ठ नागरिकों एवं दिव्यांगजनों को मिलने वाली सुविधाएँ



रैंप व व्हील चेयर



दिव्यांगजनों को यातायात





मतदाता सहायता बूथ









# पोलिंग बूथ पर अन्य सुविधाएँ













अलग कतारें

पीने का पानी

प्राथमिक चिकित्सा

प्रतीक्षालय

शीचालय



By E-mail/Speed Post

# **ELECTION COMMISSION OF INDIA**

NIRVACHAN SADAN, ASHOKA ROAD, NEW DELHI -110001

No.23/ID/2021-ERS

Dated: 17th January, 2022

To,

The Chief Electoral Officers of all States/ UTs.

Subject:

Printing and delivery of EPICs- request for including relation's name in

Address Sticker-reg.

Reference:- (i.) Commission's letter No. 23/ID/2021-ERS dated 22nd June, 2021

(ii.) Commission's letter No. 23/ID/2021-ERS dated 17th December, 2021.

Sir/Madam,

I am directed to refer to the subject cited and to state that as per the Commission's instructions mentioned above, EPICs are to be delivered through Speed Post only and for ensuring proper delivery of EPICs, complete address as mentioned by the elector in Form-6 will be printed on EPIC. For easy identification of the voters and streamlining the process of delivery through Speed Post, the Commission has directed that name of relative will also be mentioned on the Address sticker, which is affixed on envelope for Speed Post.

Yours sincerely,

(RITESH SINGH) UNDER SECRETARY

# **ELECTION COMMISSION OF INDIA**

NIRVACHAN SADAN, ASHOKA ROAD, NEW DELHI -110001

No. 23/ID/2021-ERS

Dated: 17th December, 2021

To,

The Chief Electoral Officers of all States/UTs.

Subject: Modification in the format of EPIC - regarding.

References: - 1. Commission's letter No. 23/ID/2012-ERS, dated 27.02.2013.

- 2. Commission's letter No. 23/ID/2012-ERS, dated 04.06.2013, and
- Commission's letter No. 23/2020-ERS, dated 07.08.2020

Sir/Madam.

I am directed to refer to the Commission's letters referred to above relating to preparation/printing/issue of EPIC and to state that in order to print complete address of the elector as mentioned by him in Form 6 on EPIC, the Commission has directed to make following modifications in the details to be printed on the <u>back of EPIC</u>:-

- (i) Part No. and Part Name will no longer be printed.
- (ii) Instructions printed under "Note" at the bottom on the back of EPIC (both in English and Hindi / regional language) have been revised as under: -
  - "(a.) Before every election, please check that your name exists in current electoral roll.
  - (b.) This card is not a proof of Age except for the purpose of election."
- (iii) EPIC Number shall also be printed on top left corner on the back side of EPIC.
- A format of modified EPIC is enclosed herewith for your information and reference.
- 3. Necessary provisions in this regard has been made in EPIC printing application by ERO-Net team. It is therefore directed that printing of EPIC shall now be done on blank PVC cards only through ERO-Net application so that all modified entries including modified instructions are reflected on EPICs.

Yours faithfully

(RITESH SINGH)
UNDER SECRETARY

#### By Speed Post/Email

### **ELECTION COMMISSION OF INDIA**

NIRVACHAN SADAN, ASHOKA ROAD, NEW DELHI -110001

No.23/EPIC Security/2021-ERS

Dated: 18th January, 2022

To,

The Chief Electoral Officers of all States/UTs

Subject: New security Features for the Colour PVC EPICs- regarding.

Sir/Madam,

In an effort to prevent electoral fraud, Elector's Photo Identity Card (EPIC) was introduced by the Commission in the year 1993. The work of printing and delivering EPICs has been executed at the level of the CEO Office in each State/UT.

- 2. With the passage of time and in view of major advances in technology, the Commission has decided that the quality of cards, security features and other specifications shall be further improved. New Security features of EPIC shall be as under: -
  - 1. The new PVC EPIC will be horizontal in shape with following size: -
    - a. <u>Card size:</u>
       CR 80 (86mm × 54mm × 0.76mm) variation permissible of plus and minus 5%
    - b. <u>Thickness:</u>760 microns (plus and minus 10%)
  - 2. Hologram: Hologram size (after stamping): 16mm x 12mm. To be hot stamped made up of 19-23 Micron polyesters film of Gold/ Silver shade.
  - 3. Micro text: Text as the border of the Photograph in size 19 to 25 micron.
  - 4. Ghost image printing: Elector Photograph (Front side).
  - 5. Guilloche pattern on the base of the card (Three colour guilloche design).
  - 6. QR Bar code with 3000+ text characters.
- 3. The specifications of the PVC EPIC with new security features and specifications of the Hologram which needs to be hot pressed on PVC EPIC are enclosed herewith  $\underline{Annexure A}$  and  $\underline{Annexure B}$ .
- 4. EPIC shall be supplied with prescribed security features and personalization details printed upon them.

Page 1 of 7

- CEOs shall select "Colour PVC Card manufacturer cum security printer"-with in-house printing facilities on PVC sheet incorporating security features and personalization capacity.
- 6. EPIC being an important identity card, CEOs shall ensure that only competent card printers as well as hologram printers who are currently supplying Visa Card or Master Card or RuPay or RBI or IBA or PVC Aadhaar Card, having ISO 27001 and ISO 9001 certificates, and are having requisite installed capacity to manufacture EPIC Cards (as per the requirement of the State/UTs) are empaneled at the State/UT level.
- 7. The hologram manufacturer should also be a member of Authentication Solution Providers Association (ASPA), International Hologram Manufacturers Association at (IHMA) ISO 9001 certifications and must be certified under Security Certification TUV-ASPA (Formerly known as HOMAI) Hologram Security Standards.
- Relevant Financial Rules of the State/UT shall be followed while selecting vendors.
- 9. EPICs will be delivered to the electors as per the directions of the Commission contained in its letter Nos.-23/EPIC Security/2021-ERS, dated 05/10/2021 and 23/ID/2021-ERS dated 22/06/2021. Card Printer shall have facility of auto enveloping and will deliver the EPICs in the covers as per the instructions contained in above mentioned letters so that Postal Department could further distribute these to the concerned electors.
- 10. All the CEOs are requested to switch to new PVC EPIC on or before 1st April, 2022, however, CEOs of poll going states of Goa, Manipur, Punjab, Uttar Pradesh and Uttarakhand will be required to switch over to new PVC EPIC within one month of completion of elections.

Yours faithfully,

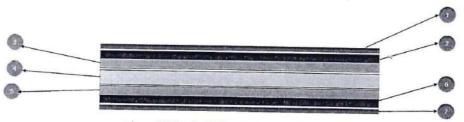
(RAKESH KUMAR) SECRETARY

### SPECIFICATIONS OF CARD:

### Card type:

All new cards will be printed on a PVC sheet with a coloured photograph. Material Poly Vinyl Chloride, Glossy/Mat finishing (PVC)+ Polyethene Terephthalate Glycol (PETG).

### Proposed layering of EPIC card



1,7: Overlay 50 Micron Top and Bottom

2,6: Variable Data Print layer (LASER Printing 600 DPI and Above)

3,5: PVC Layer 180 Micron Top and Bottom

4: PetG Middle Layer 340 Micron

- b. Card size:
  - CR 80 (86mm x 54mm x 0.76mm) variation permissible of plus and minus 5%
- c. Thickness:

760 microns (+/-10%)

- d. <u>Lamination</u> (Overlay)
- Glossy/Mat finishing e. <u>Design & Layout:</u>

Indicative design as provided by ECI. The Election Commission may alter the design, colour scheme and layout at any time.

f. ISO Standard

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

### Hologram hot stamping

- The exact number of holograms received in the reel from hologram manufacturer must be documented by the card printer as a secure document.
- Card printer shall get required tests of holograms conducted before stamping to card printers.

### **OTHER FEATURES**

- 1. Relief tint of "Election Commission of India" in bilingual, i.e., English & Hindi.
- The National Emblem is printed on the upper left-hand corner, and the Election Commission of India logo is printed in colour on the upper right-hand corner.
- Personalization:-

Page 3 of 7

## Front and Back of new EPIC



Page 4 of 7

### SECURITY OF DATA

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

### SPECIFICATIONS OF HOLOGRAM

To manufacture & supply Security Holographic Hot stamping Foil (Gold/Silver Foil) for EPIC PVC Cards as per the holographic features prescribed by Election Commission of India (ECI). The bidder shall NOT outsource hologram master work (or any other intermediate process) to any other organization, and must have complete in-house infrastructure to manufacture EPIC hologram as per the specifications as mentioned below.

S.No.	Area	Requirement	
1.	Holographic Features	Indicative list of high security anti-counterfeiting holographic features are:  Overt:  Motion Effects  Multi-channel Effects  True Color Effects  Gradient Effects  Covert:  Micro Security Features  CLR based Effects  Forensic:  Nano Security Features	
2.	Hologram Size	Hologram size (before stamping) :20mm x 15mm Job size or die size(after stamping) :16mm x 12mm	
3.	Hologram Type	The security hologram must be suitable for hot stamping on EPIC card.	
4.	Film Type	Vacuum metalized,19 to 23 micron polyester film of Silver and Gold shade to be used.	
5.	Adhesive	Thermo Plastic polymer based adhesive to be used.	
6.	Hologram color	Gold/Silver Foil to be used.	
7.	Numbering	Each hologram has to be serially numbered to ensure proper accountability of the holographic hot stamping foil (numbering must not vanish by rubbing fingers upon it). Numbering may be on the holographic hot stamping foil over the holographic design or on the foil. However, upon hot stamping it must not get transferred on to the card.	

Page 6 of 7

• The diagrammatic representation of the ECI hologram:

### Sample of Hologram



To ensure that the hot stamped hologram is durable each order delivery should be accompanied by a "quality test report from a Govt. Lab" based on the following tests: -

### A) Chemical:

S.No.	Agent	Total Time	Concentration	
1	Petrol	5 minutes	Pure	
2	Diesel	5 minutes	Pure	
3	Hot water (65°C)	30 minutes	Pure	
4	Normal Soap Water	1 hour	5%	

### B)Physical Checks:

S.No.	Agent	Test Procedure		
1	Image Quality	Check visually for the Brightness, visible defects/spots.		
2	Flakes	The stamped image should be free from flakes along the sides of the hot stamping area.		
3	Smudge Test	Briskly rub the image with your finger about 10 to 12 Times & check visually for any deterioration to the image.		
4	Tape Test	Apply 3M 810 Scotch tape (Magic Tape), on the sample & pull it abruptly in a single jerk at 25°angle to check visually for any residue on the Tape. The sample should withstand Tape Test without peel-off.		
5	Effect of Humidity	Exposing the card to 27°C at 65% RH for 18 hrs. in a Humidity Chamber.		
6	Effect after exposing the card to 50°C & 80% RH for 18 hours	Expose the card to 50°C & 80% RH for 18 hours in a humidity chamber & check visually for any deterioration to the image after rubbing the surface with tissue paper.		

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# **ELECTION COMMISSION OF INDIA**

Nirvachan Sadan, Ashoka Road, New Delhi-110001

No. 23/INST/2024-ERS

Dated: 5th February, 2024

To,

The Chief Electoral Officers
Of all States/Union Territories.

Subject: Standard Operating Procedure (SOP) for printing of EPIC with new security features-regarding.

Ref:

ECI letter No. 23/EPIC Security/2021-ERS, dated 18<sup>th</sup> January 2022
 ECI letter No. 23/EPIC Security/2021-ERS, dated 19<sup>th</sup> May 2022

Sir/Madam,

I am directed to refer to the Commission's above-cited letters and to state that the Commission has introduced EPICs with new security features in the year 2022 and Chief Electoral Officers of all States/UTs were instructed to select "Colour PVC Card —cum-Security Printer", having in-house printing facilities on PVC sheet incorporating security features and personalisation capacity. Further, detailed instructions on security feature and other specification/dimension of such secured PVC EPIC were issued by the Commission vide its letter dated 19<sup>th</sup> May 2022, referred to above.

- 2. It has been observed that in the absence of specific protocol for transaction and handling of data between the senders (at the level of electoral authority) and the printing agency for printing of EPIC, there has not been uniform pattern of following security protocols for printing of EPICs in all the States. Further, it has been noticed that in some States, the Electoral Registration Officer(ERO) directly sends the EPIC pdf to the Printing Agency without taking respective Chief Electoral Officer (CEO) in the loop, whereas, in some other States CEO collates the EPIC pdf from all the EROs and sends the data to the Printing Agency. In most of the States, District Election Officer (DEO) is not in the loop at all.
- 3. The Commission, after taking all aspects into consideration and with a view to strengthen the security protocol for the purpose of printing of secured EPICs, has formulated Standard Operating Procedure (SOP) to be followed in States/UTs at each and every stages prescribed therein, irrespective of whether data transmission is done at the level of EROs/DEOs/CEO.
- A copy of SOP for printing of EPICs is enclosed herewith. All the Chief Electoral Officer are requested to ensure that SOP, as laid down by the Commission is strictly followed.
- 5. CEOs of all States and UTs shall implement the security protocol, including third party audit of printing agency's system and premises to ensure Quality Assurance and Quality Control, as mentioned in the enclosed SOP, by 20th February 2024 (Tuesday) and send a compliance report to the Commission immediately thereafter.

Xpurs faithfully,

(PAWN DIWAN)
SECRETARY

# SOP for Printing of EPIC with new security features

- 1. Only DEO or maximum one more person duly authorized by DEO, shall be designated to transfer the data to the printing agency.
- 2. The Data from the DEO to the printing agency shall be transferred in SFTP (Secured File Transfer Protocol) format only to ensure encrypted communication protocols for data transfer. The same can be given in the pictorial Diagram as below:



# 3. Security measures to be followed by DEOs/Designated Officers while transferring data:

After generating EPIC PDF through ERO Net printing tool, the ERO shall transfer the same to DEO in SFTP format for its further transmission to the printing agency. The DEO/Designated Officer should follow protocol as detailed under while transferring the data to the printing agency:

- The DEO shall use their login credentials (user/password) for the system and preferably this system access may have biometric access to avoid use by any other person.
- ii. In advance, the printing agency shall inform the DEO of the credentials of the authorized person who will be responsible to receive the data through SFTP.
- iii. The system at DEO's end being used for EPICs pdf transfer shall have all security measures including Antivirus, Firewall, hardening of system etc.
- iv. A dedicated system shall be used for this purpose, which shall not be used for internet access in general.

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- v. The IP addresses/path of the computer system to be used at the both ends, i.e.DEO and printing agency should be well defined and nonviolable.
- vi. Both the authorised sender (DEO) and receiver at the printing agency side shall be responsible to ensure all security protocols laid down in the data handling norms as prescribed by ECI and Meity from time to time.
- vii. The computer system at the sender's and receiver's end shall be regularly updated and patched the software to address security vulnerabilities.

### 4. Access Control:

The sender and receiver shall ensure the following:

- Enforce access controls to limit data transfer, printing, and deletion rights.
- Implement role-based access to restrict privileges based on job responsibilities.
- Regularly review and update access permissions to align with organizational changes.

### 5. Password Policy:

A password policy by both DEOs and Printing Agency shall at least follow with following features:

- There should be two Factor authentication (Password & Biometric) for system.
- Password must contain minimum 8 characters at least 1- Uppercase
   Alphabet, 1 Lowercase Alphabet, 1 Number and 1 Special Character.
- iii. Password needs to be mandatorily changed after 90 days.
- iv. New password shall not match with the last three passwords.
- v. In case of five times wrong entry of password, user should be blocked.

### Hardening of System:

The sender and receiver shall ensure:

 that all software installed with genuine copy of operating system and other application software solutions. Pirated or unsupported OS/software shall NOT be installed on official systems.

- the installation of reputed Antivirus/EDR software on all the systems with regular signature updates.
- to Set/enable BIOS Password at system boot. Enable disk encryption policy on laptop/mobile devices, if possible.
- iv. to enable standard user (non-administrator) accounts for all users on all office systems used for regular work. Admin access shall be given to limited users on requirement with approval of competent authority. For day-to-day work / operations use standard user account / privileges and use the admin privilege only for specific tasks wherever applicable. Disable Guest user on all office systems.
- v. to install only whitelisted software on office systems based on the roles of the users. Do not allow installation of Tor browsers or such anonymizer plug-ins for standard web-browsers.
- vi. not to allow peer-to-peer file sharing application to be installed on office systems or to communicate with outside internet.
- vii. that external USB storage devices (i.e., pen drive, memory cards, hard disk, mobile phone storage etc.) shall NOT be allowed, only authorized USB storage devices (approved by department) shall be allowed on official systems based on the roles & requirements of the user.
- viii. to enable system level firewall.
- ix. to enable system level user password policy (password complexity & password expiry)
- x. to make a policy regarding timely update of firmware, operating systems and other software should be formed and strictly enforced. Products, which have reached end of support, should NOT be used in office network.

#### 7. Physical security:

There shall be a proper physical security protocol at the premises where servers have been installed at the ends of both DEOs and Printing Agency, having at least following checks:

- i. Round the clock security provision;
- CCTV surveillance Cameras at all strategic location (both inside and outside the premise) with 30 days recording facilities;

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iii. Entry only through biometric/Card punching system.

### 8. Secure Printing at Printing Agency:

- i. A dedicated resource person should be appointed by the printing agency and the details of such person should be immediately intimated to DEO and only that person shall be allowed to use system at printing agency. He/she shall use his/her login credentials (user/password) for the system and preferably this system access shall have biometric access to avoid use by any unauthorized person.
- ii. The system at the end of printing agency being used for receiving and printing of EPICs pdf shall have all security features including Antivirus, Firewall etc. as per the standards defined by Ministry of Electronics and Information Technology (Meity) and shall not be used for internet access in general.
- iii. Printing agency shall establish a secure printing environment with restricted access of the area where printing work is executed.
- iv. Printing Agency shall ensure print release mechanisms to ensure confidentiality.
- v. Printing Agency shall regularly audit and monitor print logs for any unauthorized activity.
- vi. Printing Agency shall take appropriate steps to ensure the security and prevention of misuse of data.
- vii. Printing agency should ensure that there is no deviation of any provisions of MoU/agreement signed by the printing agency.
- viii. As the Intellectual Property Right of the EPIC data given to printing agency lies with CEO/ECI and therefore, the given data should not be copied in any form, not shown/given to any entity, not retained in any form, not used for the purpose other than the purpose mentioned in the agreement etc. by the printing agency.

### 9. Security of Printing machine:

The printer being used for the printing of EPICs shall not be connected to network preferably, however, if the printer is connected to network, then the printing agency shall—

i. disable default credentials on printers.

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- disable default services (i.e. FTP, HTTP, SSH, SMB, Telnet etc.) on printers, if not in use and enable security if using any of these services for managing printer remotely.
- restrict internet access for all printers, cloud-printing etc. and enable Stricter User Access Controls.

### 10. Permanent Deletion/Disposal

- Printing agency shall ensure that data to be erased entirely once the matter of the lot of supply is materialized/settled. Printing agency shall submit a certificate in this regard to the DEOs.
- ii. Printing agency shall use secure deletion methods, like overwriting data with random patterns.
- iii. Printing agency shall implement secure file shredding tools to ensure unrecoverable deletion.
- iv. Printing agency shall train their staff on proper procedures for permanently deleting sensitive information.
- v. Printing agency shall ensure regular audit and track deletion activities to ensure compliance.
- vi. Printing agency should ensure that unused/defected PVC EPIC be disposed of immediately on daily basis by way of shredding and a certificate to the effect that such material has been disposed of, and shall furnish certificate to this effect to the DEO concerned along with the printed lot of the EPICs.

### 11. Employee Training:

- Printing agency should conduct regular training sessions on secure data handling practices.
- Printing agency should ensure that employees understand the importance of data security in transfer, printing, and deletion processes.
- Printing agency should provide clear guidelines on handling sensitive information to prevent inadvertent breaches.

### 12. Incident Response:

 Printing agency should develop a robust incident response plan for any security breaches.

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- Printing agency should establish a reporting mechanism for employees to notify security incidents promptly.
- Printing agency should conduct regular drills to test the effectiveness of the incident response plan.
- iv. Printing agencies and other officials, who are handling such data, shall be suitably advised and cautioned that any unauthorized release of data to any person/agency will be liable for severe action against the vendor/person/ officer/ operator responsible for the same. Strict measures shall be put in place to steer clear of any attempts to make Electoral Roll Data available in an unauthorized manner to certain quarters.
- v. Any breach of security while handling and sharing of electoral data/database and misuse of such data by any unscrupulous/unauthorized means, if noticed/ brought to the notice of the electoral authority, FIR shall be lodged immediately by the Concerned DEO, wherever required, after assessment of severity of impact and damages caused due to such illegal activities. A copy of FIR, so lodged along with a brief incidence shall also be sent to the Commission for its information by the respective Chief Electoral Officer.
- vi. Remember to customize these guidelines based on the organization's specific needs and security policies. Regularly review and update the SOP to adapt to evolving security threats and technologies.

### 13. Agreement arrangement:

A proper agreement between state (CEO) and Printing agency shall be defined and signed as per draft RFP defined by ECI and incorporating the SoP defined here:

i. No Copy & Deletion of data: The EPICs shall be printed from the system where these have been downloaded and no copy shall be made of EPIC data. All the data shall be permanently deleted after printing of the same. A certificate shall be provided to DEOs in this regard on monthly basis.

- ii. Provision of Inspection: Inspection shall be conducted by a team of officers designated by CEO, to check security arrangements, infrastructure, machines and equipment, personnel as per the agreement any deviations may result in immediate disqualification.
- iii. It should be made clear to the printers that any breach of security of data, or its misuse, would invite severe punitive action.
- iv. A Non-Disclosure Agreement shall be defined as per standard format of ECI (Annexure -1).
- v. Third Party Audit: CEOs shall engage an agency (STQC, C-DAC) or any agency empanelled under Meity) for the audit of printing agency's system and premises to ensure Quality Assurance and Quality Control.

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# **EMPLOYEE NON-DISCLOSURE AGREEMENT**

This Agreement ("Agreement") is made and entered into on this [ ] day of [ ], 202
("Effective Date"), by and between [ ] ("Company/agency"), an Indian company/agency
with its principal place of business at[ ]; and [ ] ("Employee"), with an address a
[ ].
For good consideration, and in consideration of being employed by the [
(Company/agency), the undersigned Employee hereby agrees and acknowledges as follows:
That during the course of my employment by the [ ] (Company/agency) an
deployment at [ ], there may be disclosed to me certain confidential information of
the Election Commission of India; said confidential information consisting but no
necessarily limited to:
a. Technical information: Methods, processes, systems, techniques, technical know
how, inventions, machines, computer programs and research projects.
b. Other information: Operational process, security arrangements an
administrative/organisational matters, documents including electronic ones etc.
2. That I shall not during, or at any time after the termination of my employment wit
company/agency, use for myself or others, or disclose or divulge to others, includin
future employees, any confidential information or any other proprietary data of th
Election Commission of India, in violation of this Agreement.
Upon the termination of my employment from[ ](company/agency).
a. I shall return to the Election Commission of India all documents and property of
the ECI, including but not necessarily limited to drawings, blueprints, reports
manuals, correspondence, computer programs, and all other materials and a
conies thereof relating in any way to the ECI's activities and a
copies thereof relating in any way to the ECI's activities, or in any way obtained be me during the course of the engagement. I further agree that I shall not retain
copies, notes or abstracts of the foregoing.
<ul> <li>b. Company/agency may notify any future or prospective employer or third party o</li> </ul>
the existence of this Agreement and shall be entitled to full in the existence of the Agreement and shall be entitled to full in the same of the same
the existence of this Agreement and shall be entitled to full injunctive relief fo any breach.
4. That this Agreement shall be binding upon me and my personal representatives and
successors in interest and shall inure to the benefit of [ ](Company/agency), its successors and assigns.
or indirectly, including reasonable attorney's fees and costs, resulting from my breach or
this Agreement.
6. This Agreement shall remain in full force and effect with respect to the confidentia
information without limitation of time.
7. This Agreement shall be governed by and construed under the laws of India.
Signed this day of
Signed this day of, 2024
Company/agency Employee
Employee