



MP State Electronics Development Corporation Ltd.

(A Govt. of M.P. Undertaking)

Tender for Rate Contract of pre printed PVC cards with specific security printing

as per the guidelines of Election Commission of India

Tender No. - MPSEDC/MKT/ECI/2016/308 (Second call)

State IT Centre, 47-A, Arera Hills, Bhopal 462011 M.P.

Tel: 0755 – 2518630, 2518300, 2518500, 2518605;

www.mpsedc.com

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2. BID DATA SHEET

Particular	Details
Name of the Client	Madhya Pradesh State Electronics Corporation Ltd (MPSEDC)
Address and Concerned person for Correspondence	Chief General Manager, MPSEDC, State IT Center, 47-A, Arera Hills, Bhopal, Madhya Pradesh
Purchase of Tender Start Date & Time	28/1/16 10:30 AM
Purchase of Tender End Date & Time	6/2/16 05:30 PM
Venue of Pre-Bid Conference	Conference Room, 2nd Floor, State IT Centre, 47 A, Arera Hills, Bhopal, Madhya Pradesh
Bid Submission Date	6/2/16 up to 5:30 PM
Cost of bid document	Rs. 1000.00 + Processing Fees (non-refundable) to be paid online through the e-procurement portal.
EMD / Bid Security Amount	Rs 2,00,000/- (Rs. Two Lakhs only) online through e-procurement portal. EMD in any other form will not be accepted. (Earnest Money Deposit of Rs 2,00,000/- submitted by bidders in the First call will be considered as submission of Earnest Money Deposit of Rs 2,00,000 against second call. Bidders who have already submitted EMD earlier against our tender no. MPSEDC/MKT/ECI/2015/299 need not submit again. Please enter the reason for non submission of EMD as exemption and put up reason in remarks column.)
Date and time for opening of Technical Proposal	8/2/16 at 11.30 a.m.
Date and time for opening of Financial Proposal	The date and time would be communicated to the qualified bidders
Performance Bank Guarantee	The successful bidder shall be required to submit performance guarantee equivalent to 10% of the order value for One year for the satisfactory performance/completion of the complete project (Including project period plus Three months), in the form of bank guarantee with MPSEDC LTD.

Particular	Details
Method of submission of Proposal	Only through e-Procurement portal of MPSEDC (website www.mpeproc.gov.in)
Validity of Bids	Minimum 180 days from the due date of submission of proposal as mentioned in this Tender or the subsequent corrigendum (if any)

Note:

- Tender document can be viewed/ downloaded from the website www.mpeproc.gov.in and www.mpsedc.com Tenderer has to submit the document fee, Processing fee and EMD amount Online only.
- Any further corrigendum/ addendum shall be uploaded on the e-procurement portal www.mpeproc.gov.in

2.1. Introduction

Madhya Pradesh State Electronics Development Corporation (MPSEDC) is a wholly owned undertaking of the Government of Madhya Pradesh. MPSEDC has been designated as the implementing agency for various Government projects.

Chief Electoral officer of Madhya Pradesh has appointed MPSEDC for selecting vendor for Rate Contract of pre printed PVC cards with specific security printing as per the guidelines of Election Commission of India. Hence MPSEDC through this Tender wishes to select vendor who would provide services for the same.

2.2 Scope of Work

The Scope of Work involves the following activities:

Supply of pre printed PVC cards with specific security printing as per the guidelines of Election Commission of India to office of the MPSEDC Ltd.

PVC Card	Specification	
requirement 25,00,000 cards (Tentative) which are to be supplied to MPSEDC Ltd. within a span of one year)	The PVC card should have the following dimension and security printing	
Size	8.6 cm vertical and 5.4 cm horizontal	
Thickness	0.6 mm to 0.8 mm	

FRONT (security printing)	Spiral micro letters line (EPIC) in art screen.	
	Three colour guilloche design	
	The National Emblem with guilloche design for invisible printing which can be seen by ultra violet light.	
	The National Emblem printed on the upper left hand corner and Election Commission of India logo printed on the upper right hand corner in colour.	
BACK (security printing)	Relief tint of "Election Commission of India" in bilingual, i.e., English and Hindi.	
FRONT (Personalisation)	Print 'भारत निर्वाचन आयोग' & 'ELECTION COMMISSION OF INDIA' on top.	
	Print 'मतदाता फोटो पहचान पत्र' and 'ELECTOR PHOTO IDENTITY CARD' below 'ELECTION COMMISSION OF INDIA'	
	Blank / White space for printing Barcode.	
	White box of size 3.2 cm (vertical) X 2.4 cm (horizontal) for printing the elector's photographs.	
BACK (Personalisation)		
As per the direction of the ECI, the following text is to be printed on the back side of the PVC card (in the bottom) in Hindi and English.	<p>इस कार्ड को धारण करने मात्र से यह कोई गारंटी नहीं है कि आप वर्तमान निर्वाचक नामावली में निर्वाचक हैं । कृपया अपना नाम प्रत्येक चुनाव से पहले वर्तमान नामावली में जाँच लें ।</p> <p>Mere possession of Elector Photo Identity Cards is no guarantee of name being present in electoral rolls. Please check your name in the current electoral rolls before every election.</p> <p>इस कार्ड में उल्लिखित जन्मतिथि को निर्वाचक नामावली में पंजीकरण के अलावा अन्य किसी भी स्थिति में आयु के प्रमाण के रूप में नहीं माना जाएगा ।</p> <p>Date of birth mentioned in this Card shall not be treated as a proof of age or date of birth for any purpose other than registration in electoral rolls.</p>	

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.

3. Instructions to the Bidders

This section specifies the procedures to be followed by bidders in the preparation and submission of their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract. It is important that the bidder carefully reads and examines the Tender document.

3.1 Availability of Tender Document

The Tender document is available and downloadable on following websites:

- a) www.mpeproc.gov.in
- b) www.mpsedc.com

Tender Fees (non-transferable & non-refundable) must be paid online at e- procurement portal (<http://www.mpeproc.gov.in>).

3.2 Deleted

3.3 Preparation and Submission of Proposal

3.3.1 Completeness of Bids

Bidders are advised to study all instructions, forms, terms, requirements and other Information in the Tender document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the Tender document with full understanding of its implications. The response to this Tender should be full and complete in all respects. Failure to furnish the information required by the Tender documents or submission of a proposal not substantially responsive to the Tender documents in every respect will be at the bidder's risk and may result in rejection of its proposal. The Tender Document is not transferable to any other bidder.

3.3.2 Language

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be in English language only.

3.3.3 Submission of Bid

The bidder is responsible for registration on the e-procurement portal (www.mpeproc.gov.in) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline number 18002588684. The Bidder shall submit the proposals online as described below-

- a) Proposal that are incomplete or not in prescribed format may be rejected.
- b) The Technical and Financial proposal should be submitted only through the e-procurement Portal.
- c) Technical Proposal - The proposal should be as per the Technical Proposal format provided in Annexure I: Technical Proposal Formats.

- d) Financial Proposal –The proposal should be submitted in Financial Bid format provided on the portal (www.mpeproc.gov.in)
- e) The unit price quoted in financial Bid should be exclusive of VAT but inclusive of all other taxes.
- f) No "C" form will be issued by MPSEDC
- g) Vendor will have to bill from his local office in MP. Vendor should be registered with commercial tax department and should have valid TIN no. at the time of supply or within one month of signing contract whichever is earlier.
- h) Conditional proposals shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids.
- i) Any alteration, erasures or overwriting should be valid only if the person or persons signing the bid initial them.
- j) Bidders are advised to upload the proposals well before time to avoid last minute issues.
- k) The bid has to be submitted only through online through www.mpeproc.gov.in website. No physical submission of bids would be acceptable.

4 Late Bids

Proposal after due date and time shall not be accepted.

5 Tender Validity

The Tender offer must be valid for 180 days from the due date of submission of proposal as mentioned in this Tender or the subsequent corrigendum (if any). However, MPSEDC in consultation with office of the Chief Electoral Officer, MP, may extend this period, if the bidder accepts the same in writing.

6. Cost and Currency

The offer must be given in Indian Rupees only. The price will remain fixed for the period of the contract and no changes for any reason whatsoever will be allowed. The bidder shall bear all the costs associated with the preparation and submission of its bid, and the purchaser will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

7. Interpretation of the clauses in the Tender Document

In case of any ambiguity in the interpretation of any of the clauses in Tender Document, the MPSEDC interpretation of the clauses shall be final and binding on the bidder.

The decision taken by the MPSEDC in the process of Tender evaluation will be full and final.

8. Amendment of Tender Document

At any time prior to the deadline for submission of bids, MPSEDC for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder,

may modify the bid documents by amendment. Any such communication shall be posted on website and bidders are requested to visit the e-procurement website for updates, modification and withdrawal of Offers.

9. Earnest Money Deposit (EMD)

- a) The Bidder shall furnish an EMD of Rs. 2,00,000.00 (Two Lakhs only) online through e-procurement portal. (Earnest Money Deposit of Rs 2,00,000/- submitted by bidders in the First call will be considered as submission of Earnest Money Deposit of Rs 2,00,000 against second call. Bidders who have already submitted EMD earlier against our tender no. MPSEDC/MKT/ECI/2015/299 need not submit again. Please enter the reason for non submission of EMD as exemption and put up reason in remarks column.)
- b) No interest shall be payable on EMD under any circumstances.
- c) Unsuccessful Bidder's Bid security shall be discharged or returned within 15 (fifteen) days of expiration of the period of proposal validity or after awarding Tender to successful Bidder.
- d) In case of successful bidder, the EMD shall be discharged upon signing of agreement and submission of performance bank guarantee, as per Annexure III.
- e) No exemption in EMD/Security deposit in any form will be given to any firm/ company/ corporation/ public undertaking.
- f) The EMD shall be forfeited by MPSEDC, on account of one or more the following reasons-
 - If a bidder withdraws its bid during the period of bid validity
 - If the bidder fails to sign the agreement in accordance with terms and conditions (Only in case of a successful bidder)
 - Fails to furnish performance bank guarantee as specified in annexure
 - Information given in the proposal is found inaccurate/incomplete

10. Qualification Criteria and Bid Evaluation Methodology

i. Tender Opening

- a) Bid Opening shall take place through the e-Procurement Portal. Online Proposals submitted along with the EMD/ Bid Security and Tender Fee (Payable Online through the portal) shall be considered for Bid opening as per the timelines mentioned in the Bid Data Sheet.
- b) In case of EMD/ Bid Security is not received as per the timeline mentioned in Bid Data Sheet, the bid submitted in e-Procurement Portal would be rejected.
- c) A maximum of two representatives from each Participating Organization would be allowed to attend the Tender Opening. The Bidder's representatives, who may choose to attend the session, should attend the Tender opening at the Date and time

mentioned in the Bid Data Sheet or as per the Date and Time revised in the subsequent communication given by MPSEDC through www.mpeproc.gov.in

- d) During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required EMD has been furnished and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
- e) To assist in the scrutiny, evaluation and comparison of offers, the MPSEDC may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by MPSEDC in the evaluation of the bids.

ii. Tender Evaluation

To evaluate the Tender the MPSEDC shall formulate a Tender Evaluation Committee (TEC) (also referred to as "Evaluation Committee"). The Evaluation Committee shall evaluate the Technical and Financial bids as per the following process:

- a) The MPSEDC will evaluate and compare the bids that have been determined to be substantially responsive.
- b) Tender Evaluation Committee shall review the Technical Proposal along with Eligibility Criteria. To assist in the examination, evaluation, and comparison of the bids, and qualification of the Bidders, Evaluation Committee may, at its discretion, ask any Bidder for a clarification of its bid.
- c) The Financial Proposals of only those Bidders who have been qualified in the Technical Proposal along with Eligibility Criteria will be opened in the presence of their representatives, who may choose to attend the session on the specified date, time and address mentioned in the Bid Data Sheet.

iii. Failure to Agree with the Terms and Conditions of the Tender

Failure of the successful bidder to agree with the Terms & Conditions of the Tender / Contract shall constitute sufficient grounds for the annulment of the proposal or the award, in such event MPSEDC would reject the proposal and forfeit the EMD as specified in the document.

11. Eligibility Criteria - The bidders interested in bidding for the tender should meet the minimum qualifying criteria as mentioned below:

<p>The Bidder must be incorporated or registered in India under the Indian Companies Act, 1956 (including Section - 25 of the Act)/Society/Firm registered in India since more than three years. The Bidder should have been in existence for a period of at least 3 years as evidenced by the Certificate of Incorporation issued by the Competent Authority. Consortium is not permitted.</p>	
<p>The bidder should be registered with Service Tax and should have valid TIN and PAN numbers.</p>	
<p>The bidder should have average annual turnover/ of Rs. 50 Lakhs (Minimum) in the last three financial years of 2012-13, 2013-14 and 2014-15 from similar business. Copy of the audited balance sheet and Profit & Loss Accounts for the financial year 2012-13, 2013-14 and 2014-15 should be provided.</p>	
<p>The bidder should have positive net worth of Rs. 50 Lakhs (Minimum)</p>	
<p>Bidder or manufacturer must have successfully executed at least one project of Supply of PVC card for a minimum value of Rs 15 lakhs in the Government Sector or reputed Private Sector Organization, or Public Sector Undertaking (attach satisfactory completion from the authorized representatives of the client along with the work order).</p>	<p>Satisfactory work completion certificate from the authorized representatives of the client along with the work order is to be submitted.</p>

12. Inspection

The CEOMP/SLA can inspect the material at any time.

13. Financial Bid Evaluation

The financial bids for technical qualified bidders will be opened. Financial bids, not substantially responsive or incomplete in any manner, are liable to be disqualified. The bidder with lowest bid value may be declared as Lowest Bidder (L1).

14. Confidentiality

- a) Any attempt by a Bidder to influence MPSEDC in the evaluation of the bids or Contract award decisions may result in the rejection of its bid.
- b) If any Bidder wishes to contact the MPSEDC during/after opening of the Bid to award of contract. He may do so in writing.

15. Terms and Conditions Governing the Contract

15.1 Signing of Contract

- a) The successful Bidder shall execute an agreement within Fifteen days from the date of order from MPSEDC. In exceptional circumstances, on request of the successful bidder in writing for extension, MPSEDC reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given. In addition to terms and conditions being mentioned hereunder, all terms and conditions of the Tender and corrigenda issued will also be applicable for the contract.
- b) There shall be agreement between MPSEDC and Successful bidder. On failure of execution of the agreement by the successful bidder, the Performance Security amount furnished will be forfeited.

16. Performance Bank Guarantee (PBG)/ Security Deposit

The project will carry a performance guarantee for contract period plus six months. All charges with respect to the PBG shall be borne by the bidder. The PBG shall be remaining valid for the contract period plus six months. The Successful Bidder shall have to submit the PBG as per the format given on Annexure III. The PBG will be discharged / returned by MPSEDC upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

This guarantee may be invoked on violation of any of the condition (s) given below:

- If any of services, which shall be given by you, does not perform satisfactorily
- The observed output/deliverables of the project is not in accordance with the approved specification.
- The security system is not foolproof with unauthorized person being able to access/infiltrate into the system.
- The corporation suffers losses by way of some of the module generating illegal/ incorrect reports/output.
- The tenderer or his employee is involved in any unlawful activity relating to this work.

In order to take care of the concerns outlined above, the **tenderer is required to furnish Performance Guarantee worth of 10% of the value of order for one year, valid up to a period of contract plus six months.** Performance security should be submitted within 30 days of receiving the work order. The Performance Security can be in the form of Bank Guarantee in favour of MPSEDC Ltd., Bhopal. On submission of Performance Security, EMD amount submitted will be returned.

17. Transfer / Sub-Contracting

The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof. However, in case of circumstances beyond the control of bidder, transfer/ sub-contracting may be permissible with the written concurrence of Purchaser.

18. Service Levels & Penalties

The following Service Level Parameters shall be strictly followed by the contractor

Services Offered	Service Level	Penalties
Supply of PVC card	The tenderer shall provide the requisite material within the prescribed time after the issuance of supply order.	Any delay beyond the specified time limit will attract a penalty of 1% value every day on cards which were not supplied (Capped at 10%). (If PVC Card is not delivered within one week from the end of specified time limit, the contract may be terminated by MPSEDC)

The Total penalty payable under any clauses shall be limited to 10% of the value of the Invoice.

Sr.No.	Qty	Cards Delivery Timeline (after receiving the supply order)
1	Less than 1 Lakhs	Within 7 days
2	1 - 5 Lakhs	Within 14 days
3	More than 5 Lakhs	Within 21 days

19. Payment

Payment shall be released by the MPSEDC Ltd. as per the following terms:

The Contractor will submit the bills after successfully delivering the PVC cards to the MPSEDC Ltd. (within time limit) and thereafter MPSEDC Ltd. will randomly select few cards and send them to the authorized government agency for testing, and after successfully passing the quality check, the MPSEDC Ltd. will release the 100% payment of the bill amount (after deducting the testing charges) to the contractor/vendor, subject to the receipt of payment from the CEOMP office. No Interest will be paid on delayed payments.

Note: In case if the lot fails in the quality check, then that entire lot/batch will be rejected & no payment will be released for it.

20. Suspension & Termination of Successful Bidder

- a) Subject to the provisions mentioned here under this contract shall terminate at the expiry of the agreement term.
- b) Either party may terminate this Agreement if the other party breaches the terms of this Agreement and fails to rectify it within 30 days of receiving notice of breach.
- c) Either party with the consent of the other party can terminate this Agreement by giving 30 days written notice.
- d) MPSEDC reserves the right to terminate the contract in case Contractor gets blacklisted by the Government of Madhya Pradesh, or any other Ministry of Government of India during the course of Project or if contractor is convicted in a legal/tax evasion case or on account of any other legal misconduct of the contractor.
- e) The MPSEDC may serve written notice on contractor at any time to terminate this Agreement with immediate effect in the event of a reasonable apprehension of bankruptcy of the contractor.
- f) In the event that the MPSEDC terminates this Agreement due to the breach of the contract as per the conditions of this agreement, the MPSEDC shall be entitled to invoke the Performance Guarantee.
- g) Upon expiry, this Agreement may be extended and/or renewed and/or taken over by MPSEDC on behalf of CEOMP subject to the terms of this Agreement.
- h) MPSEDC may, at any time, terminate the engagement by giving 30 days written notice to the contractor without any compensation (if the contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to MPSEDC)
- i) The engagement of the bidder shall be suspended/terminated and the bidder may be blacklisted forthwith by the MPSEDC under following circumstances/reasons:
 - Violation of any condition of the Tender/ contract or part of any condition of the Tender contract of engagement, or
 - Deviation found in quality and quantity of the service provided, or
 - If it is found that during the process of award of contract, fraudulence was made by the bidder or the vendor if found to resort to the fraudulent practice in getting work order like offering incentive in terms of free product or money.
- j) As stopping the providing faulty/substandard service and taking appropriate action in this regard is of an urgent and emergent nature required to protect the interest of the Government, the engagement of the contractor will be suspended. However, before taking the final decision on the matter, all concerned will be given reasonable

opportunities to explain their stand. After enquiry, if the bidder is found guilty, the engagement of the concerned bidder for the service in question will be cancelled and other appropriate legal action shall also be initiated against all concerned. In case of any dispute, the decision of the MD, MPSEDC shall be final and binding.

21. Amendment

No provision of Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of all the parties and which expressly states to amend the present Contract.

22. Corrupt / Fraudulent Practices

The Purchaser requires that the Bidders under this Tender should observe the highest standards of ethics during the execution of such contracts. In pursuance of this policy, the MPSEDC defines the terms set forth as follows:

- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, in contract execution;
- b) In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
- c) "Fraudulent practice" means a misrepresentation of facts in order to influence award of contract or a execution of a contract to the detriment of the MPSEDC, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the MPSEDC of the benefits of the free and open competition;
- d) The MPSEDC will suspend the award of contract if prima-facie it is established that the vendor had engaged in corrupt or fraudulent practices in competing for the contract in question.
- e) The MPSEDC will declare a Bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the Bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract.

23. Resolution of Disputes

MPSEDC and the successful bidders shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract. Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the meaning, scope, operation or effect of this

Contract or the validity of the breach thereof, which cannot be resolved, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Secretary, Law Department, Government of Madhya Pradesh ("Law Secretary"). The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Bhopal, Madhya Pradesh, India.

24. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Courts at Bhopal only.

25. Indemnity

The successful bidders/Successful Bidder shall indemnify, protect and save MPSEDC and MPSEDC against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components (like system software, software tools, hardware etc.) and the services rendered under this Tender.

26. Publicity

Any publicity by the bidder in which the name of the Indenter/buyer is to be used should be done only with the explicit written permission of the Indenter/buyer.

27. Performance Obligations

While providing services as per Scope of Work, the contractor shall ensure that there is no infringement of any patent or design rights or violate any intellectual property or other right of any person or entity and shall comply with all applicable Laws, Statute, regulations and Governmental requirements and he/she shall be solely and fully responsible for consequence / any actions due to any such infringement.

28. Force Majeure

- a) Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of both the parties (MPSEDC & contractor) and not involving the both the parties and not involving the fault of both the parties or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires,

floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on both the parties.

- c) If a Force Majeure situation arises, the any of the parties shall promptly notify the other in writing of such conditions and the cause thereof. Unless otherwise directed by, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) The MPSEDC may also discuss the issue with the Contractor and revise the existing timelines for the Project. If the Contractor does not complete the Project Implementation in accordance with the revised timelines, the MPSEDC will have the option to invoke the Performance Guarantee and/or terminate this Agreement.
- e) If an event of Force Majeure continues for a period of Sixty (60) days or more, the parties may, by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for services already delivered or performed.
- f) The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:
 - i. Natural events ("Natural Events") to the extent they satisfy the foregoing requirements including:
 - Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - Explosion or chemical contamination (other than resulting from an act of war);
 - Epidemic such as plague;
 - Any event or circumstance of a nature analogous to any of the foregoing
 - ii. Other Events (Political Events) to the extent that they satisfy the foregoing requirements including:
 - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - Any act of Government
 - Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
 - Any event or circumstance of a nature analogous to any of the foregoing

29. Right to terminate the process

MPSEDC, reserves the right to accept or reject any Tender offer, and to annul the Tendering process and reject all Tenders at any time prior to award of control, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the grounds for such action.

MPSEDC makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this Tender does not constitute an offer by MPSEDC. The bidder's participation in this process may result in MPSEDC selecting the bidder to engage in further discussions and negotiations.

30. Limitation of Liability

The maximum aggregate liability of contractor shall not exceed the order value.

31. GENERAL CONDITIONS

- 31.1 The rate quoted should be valid and operative for work orders as issued by MPSEDC. It is binding on to the contractor(s) to execute the job entrusted to him/them by MPSEDC at a place, date and time, decided by MPSEDC at the rate quoted by the Contractor(s) and accepted by MPSEDC.
- 31.2 The contractor shall not under any circumstances revise the rates already quoted and approved and should complete the work undertaken within the time limit agreed. Any request for an increase in the rates will not be entertained under any circumstances.
- 31.3 The Contractor shall execute the whole supply in strict accordance with guidelines of ECI. The Contractor shall also confirm exactly, fully and faithfully to the designs, specifications and instructions issued by MPSEDC/CEO office.
- 31.4 MPSEDC shall have power to make any alterations in or additions to the original specifications, specimen designs and instructions that may appear to him to be necessary. The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him by MPSEDC. Such alterations shall not invalidate the contract, and any additional work which the Contractor may be directed to do in the manner specified above as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work and at the same rates as specified by him in the tender for the main supply.

- 31.5 The duration/validity of this tender will be for a period of two years. But the CEO/SLA has the right to extend or reduce the duration as per the requirement up to a maximum of Five years.
- 31.6 MPSEDC Ltd. will obtain certificate from the Government or Government approved agency that PVC Card has been supplied as per the specifications. Few PVC cards of every lot will be sent by the MPSEDC Ltd. to the govt testing authority (like Central Institute of Plastics Engineering and Technology (CIPET)) along with applicable fee and collect the quality testing certificate from the testing authority. The applicable fee for testing of PVC card (for every purchase lot) will be deducted from the amount to be paid to the contractor.
- 31.7 In case the performance of the contractor is not found satisfactory. In that condition, the order is liable to be terminated by giving 15 day notice and supply will be completed by other agencies at the risk and cost of the contractor.
- 31.8 The L1 rates received will be circulated among the L2, L3 & L4 bidders, and if they agree to supply the PVC cards on L1 rate, then they have to enter into an agreement with MPSEDC for the said work. MPSEDC on its discretion can also place order to them to supply the PVC cards as and when required.
- 31.9 Overall the entire course of action can be summarised in the following main steps:

Steps	Work
1	Districts will place their order to MPSEDC Ltd. as per their requirements.
2	MPSEDC Ltd. will issue the consolidated order to the Vendor.
3	Vendor will supply the PVC cards to MPSEDC Ltd. within time limit.
4	MPSEDC Ltd. will select few cards randomly from the lot and send them for testing to any Govt. card testing authority.
5	Vendor will submit their bills to the MPSEDC Ltd.
6	MPSEDC Ltd. will verify the bills & the PVC card testing certificate from the authorized government agency & makes payment to Vendor after deducting the testing charges.

Annexure I: (Technical Proposal Formats)

a. Covering letter Technical Proposal

To
Chief General Manager,
MPSEDC Ltd., State IT Centre,
47-A, Arera Hills, Bhopal-462011

Sub: Submission of Technical Proposal

Ref: Tender for Rate Contract of pre printed PVC cards with specific security printing as per the Guidelines of Election Commission of India. (Tender No: _____ Dated: __/__/____)

Dear Sir,

Having examined the Tender, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to Tender for Rate Contract of pre printed PVC cards with specific security printing as per the guidelines of Election Commission of India as required and outlined in the Tender we attach hereto our responses to Technical requirements.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MPSEDC is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the Tender document.

We hereby confirm that:

1. We have deposited Earnest Money of Rs.....(Rs.....) online .
2. In case we are chosen as a Successful Bidder, we shall submit the PBG in the form prescribed in the Tender.
3. We have successfully executed orders of similar nature and we have sufficient experience and financial strength in handling orders of this value.
4. We have sufficient qualified manpower and necessary hardware and after sales support to execute the work efficiently in the specified time schedule.
5. The quoted rates shall be valid till the completion of the order but not less than 180 days.
6. We further confirm that all chapters of the tender documents have been read, understood and signed and there is no deviation/discrepancy.

7. We agree that you are not bound to accept any Tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any services specified in the Tender response

Following are the particulars of our organization:

#	Description	Details (To be filled by the bidder)
1.	Name of the company	
2.	Official address	
3.	Phone No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. and Fax No.	
6.	Website Address	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	CST/LST/VAT registration No.	
11.	Service Tax Registration No.	
12.	Permanent Account Number (PAN)	
13.	Yearly Turnover of the Last 3 years 2012-2013 2013-2014 2014-2015	
14.	Name & address of the Banker	
15.	List of Major Clients and the size of orders	

Note: Separate sheets may be attached wherever necessary.

Contact Details of officials for future correspondence regarding the bid process:

Details	Authorised Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
E-mail		

It is hereby confirmed that I/We are entitled to act on behalf of our company and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]

b. Checklist for Technical Proposal.

(The technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the technical proposal)

#	Particulars	Document Submitted(Yes/No)	Documentary Proof(Page no)
1	General Information		
2	Firm Registration Certificate		
3	Service Tax, TIN & PAN numbers		
4	Work Order		
5	Audited Balance Sheets		
6	Positive Net worth		

c. Self-declaration for not being blacklisted by any Government Entity

(Letter on the bidder's Letterhead)

To
Chief General Manager,
MPSEDC Ltd., State IT Centre,
47-A, Arera Hills, Bhopal-462011

Sub: Declaration for not being blacklisted by any Government Entity

Ref: Tender for Rate Contract of pre printed PVC cards with specific security printing as per the guidelines of Election Commission of India (Tender No: _____ Dated: ___/___/___)

Dear Sir,

In response to the above mentioned Tender I/We, _____, as _____ <Designation>_____ of M/s_____, hereby declare that our Company / Firm _____is having unblemished past record and is not declared blacklisted or ineligible to participate for bidding by any State/Central Govt., Semi-government or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices..

Yours Faithfully
[Authorized Signatory]
[Designation]
[Place]
[Date and Time]
[Seal & Sign]
[Business Address]

Annexure II: (Format of PBG)
Format of Performance Bank Guarantee (PBG)

To
Chief General Manager,
MPSEDC Ltd., State IT Centre,
47-A, Arera Hills, Bhopal-462011

(Tender No: _____ Dated: __/__/____)

Dear Sir,
WHEREAS

M/s. (name of bidder), a company registered under the Companies Act, 1956, having its registered office at (address of the bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Herein after, referred to as "Contract") with you (Madhya Pradesh Electronic Development Corporation (MPSEDC)) for Rate Contract of pre printed PVC cards with specific security printing as per the guidelines of Election Commission of India. We are aware of the fact that as per the terms of the contract, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee of amount 10% of (work order value) in favour of MPSEDC for an amount <<....>> and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee. Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of amount <<....>>), without any demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This PBG shall be remain valid during the entire engagement period (5 Years) plus additional 3 Months (i.e. 5 Years and 3 Months from start of contract period), subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time from contract start until the completion of the period i.e. (5 Years)+ 3 Months

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights to pursue legal remedies against MPSEDC and other Concerned Government Departments of Madhya Pradesh.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to amount <<....>>), and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favor.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out

the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein, our liability under this Performance Bank Guarantee shall not exceed amount INR <<....>>The PBG shall be remain valid during the entire contract period (5 Years) plus additional 3 Months (i.e. 5 Years and 3 Months from start of contract period) ; and We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only if we receive a written claim or demand on or before (Date) i.e. 5 Years and 3 Months from start of contract period for Rate Contract of pre printed PVC cards with specific security printing as per the guidelines of Election Commission of India. Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts. This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in Bhopal (M.P) for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this Day 2015.

Yours faithfully,

For and on behalf of the

Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence

Annexure III :

Financial Bid

Tender for Rate Contract of pre printed PVC cards with specific security printing as per the guidelines of Election Commission of India (Tender No: _____ Dated: ___/___/___)

S.No.	Particulars	Unit	Qty. (A)	Unit Rate (inclusive of all other taxes in MP excluding VAT) Rs. (B)	Applicable MP VAT Rs. (C)	Rate (Inclusive of all taxes including MP VAT) Rs. (D)=(B)+(C)	Total Amount Rs. (E) = (A) * (D)
1	PVC card as per specification mentioned in tender	No.	80,00,000				

Note:-

- The bidder who quotes the lowest price for "D"(rate inclusive of all taxes including MPVAT) will be considered as L1
- The quantity of PVC cards may be changed as per requirement. Payment shall be made as per actual quantity supplied.
- No "C" form will be issued by MPSEDC
- Vendor will have to bill from his local office in MP. Vendor should be registered with commercial tax department and should have valid TIN no. at the time of supply or within one month of signing contract which ever earlier.

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]