



**MP State Electronics Development Corporation Ltd.
(A Govt. of M.P. Undertaking)**

Tender on behalf of Office of the Chief Electoral Officer of Madhya Pradesh

For

**Rate Contract for Production and Supply of Holograms for PVC
Electors Photo Identity Cards (EPIC)
for the State of Madhya Pradesh
as per the guidelines of the Election Commission of India**

Tender No. - MPSEDC/EC/HOLOGRAM/2023/528

Issued by:

**Chief General Manager
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Section I

Part I (Introduction)

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

Office of the Chief Electoral Officer of Madhya Pradesh (hereinafter referred to as the CEO) has appointed MPSEDC for selecting vendor(s) for "Rate Contract for Production and Supply of Holograms for PVC Electors Photo Identity Cards (EPIC) for the State of Madhya Pradesh as per the guidelines of the Election Commission of India". The MPSEDC appointed as the State Level Agency (SLA) by the CEO, through this Tender wishes to select vendor who shall provide services for the same.

This "Request of Proposal (RFP)" document is therefore intended to invite bids from reputed and reliable companies for undertaking the work of manufacturing and supply of Hologram for hot stamping on EPIC cards.

It is estimated that Madhya Pradesh State may receive approximately 1.50 crore EPIC requests in three years from the date on which this contract comes into force, and approximately that many Holograms would be required during the tenure.

Section II Instructions to Bidders

PART-I: GENERAL

1. Definitions

- (a) "EPIC card" Electoral Photo Identity Card or voter ID card required at the time of casting vote.
- (b) "Bid" means the Financial Proposal consisting of documents as stipulated in this RFP.
- (c) "Bidder" means any entity that may provide the Services to the Purchaser under the Contract.
- (d) "Instructions to Bidders" (Section II of the RFP) means the document that provides interested Bidders with all information required to prepare their bids. This document also details the eligibility criteria and process for the selection of the suppliers.
- (e) "MP Tender Portal" means the Madhya Pradesh Government Portal which facilitates all Government Organizations to publish their Tender Enquiries, Corrigendum, and Award of Contract details and facilitates e-tendering.
- (f) "Service Provider" means a Bidder that has been selected by the Purchaser for execution of the services.
- (g) Bid inviting agency means MPSEDC, which is inviting bid/RFP and finalizing agency on behalf of the office of the Chief Electoral Officer of Madhya Pradesh.
- (h) "Purchaser/procuring entity" means, "Office of the Chief Electoral Officer of Madhya Pradesh" (CEO) with which the selected Bidder signs the Contract for the Services and will provide services to the same.
- (i) "Scope of Work" (SoW) explains the objectives, scope of work, activities, tasks to be performed, and the respective responsibilities of the Purchaser and the Service Provider. It also includes the Service Level Agreement (SLA). A complete elaboration is available in Section III of the RFP.
- (j) "Standard Contract" means the Annexure-III of the RFP which provides the standard contract agreement to be signed between the Purchaser and the selected Service Provider.
- (k) "Confidential Information" means any information disclosed to or by any Party to this Contract and includes any information in relation to the Parties, a third party including any such information that may come to the knowledge of the Parties hereto/Bidder's team by virtue of this Contract that is by its nature confidential or by the circumstances in which it is disclosed confidential and/or is designated by the disclosing Party as confidential or identified in terms connoting its confidentiality; but does not include information which is or becomes public knowledge other than by a breach

	of this Contract. (l) "SP" means Service Provider / Selected Bidder / Vendor / Supplier
2. Procedure for Submission of Online Bids on MP Tenders Portal	(a) The bidders are required to submit soft copies of their bids electronically on the https://mptenders.gov.in/ Portal, using a valid Digital Signature Certificate. The instructions given below are meant to assist the bidders in registering on the https://mptenders.gov.in/ Portal, preparing their bids in accordance with the requirements, and submitting their bids online on the https://mptenders.gov.in/ Portal.
	(b) More information useful for submitting online bids on the e-Tender Portal may be obtained at https://mptenders.gov.in/
	1. Registration
	i) Bidders are required to enroll on the e-Tender module of the https://mptenders.gov.in/ Portal by clicking on the link "Online bidder Enrollment" on the https://mptenders.gov.in/ Portal which is free of charge.
	ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
	iii) Bidders are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication from the https://mptenders.gov.in/ Portal.
	iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by the Controller of Certifying Authorities.
	v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible for ensuring that they do not lend their DSC to others which may lead to misuse.
	vi) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token
	2. Searching for tender document
	<p>i) There are various search options built in the https://mptenders.gov.in/ Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option for advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords, etc. to search for a tender published on the https://mptenders.gov.in/ Portal.</p> <p>ii) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder.</p> <p>iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk</p> <p>3. Preparation of bids</p> <p>i) Bidders should take into account any corrigendum published on the tender document before submitting their bids.</p>

ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of packets in which the bid documents have to be submitted, and the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.

iii) Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/ XLS / RAR / JPG formats. Bid documents may be scanned with 100 dpi with black-and-white option which helps to reduce size of the scanned document. However, must ensure that the document submitted is legible.

To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates, etc.) has been provided to the bidders.

4. Submission of bids

- i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to any issues. The system will not permit the submission of documents beyond the deadline.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii) Bidder has to pay online, the tender fee, processing fee, and EMD as applicable.
- iv) The bidder should submit the EMD as per the instructions specified in the tender document.
- v) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard Bill of Quantities (BoQ) format with the tender document, then the same is to be downloaded and filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white-colored (unprotected) cells with their respective financial quotes and other details (such as the name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- vi) The server time (which is displayed at the top of the tender site on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids, etc. The bidders should follow this time during bid submission.
- vii) As per <https://mptenders.gov.in/> Portal, all the documents being submitted by the bidders would be encrypted using PKI encryption

	<p>techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the Secured Socket Layer 128-bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system-generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. These instructions are available at https://mptenders.gov.in/</p> <p>viii) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.</p> <p>ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.</p> <p>5. Assistance to bidders</p> <p>i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender</p> <p>ii) Any queries relating to the process of online bid submission or queries relating to https://mptenders.gov.in/ Portal, in general, may be directed to the 24x7 https://mptenders.gov.in/ Portal Helpdesk.</p>
3. General	<p>i) All the provisions listed in the Request for Proposal (RFP) issued by the MPSEDC shall be binding upon the participating bidders of this RFP.</p> <p>ii) MPSEDC will select a single supplier, in accordance with the method of selection as mentioned in the RFP.</p> <p>iii) The detailed scope of the assignment/job has been described in the Scope of Work, and the date and time and address for submission of the bid have been given in the Data Sheet.</p> <p>iv) The Purchaser is not bound to accept any or all the bids and reserves the right to annul the selection process at any time prior to Contract award, Without thereby incurring any liability to the Bidders.</p>
3.1 Only one Bid	A Bidder shall upload only one Financial Bid. If a Bidder submits or participates in more than one bid, such bids shall be disqualified.
3.2 Bid Validity	Indicates the period for which the Bidder's Bid must remain valid after the submission date.
3.3 Consortium	No consortium is allowed. Bids received from Consortiums will be rejected. Subcontracting of any work resulting from the tender is not allowed, except where the RFP explicitly allows for the bidder to enter into a contract with a third party

4. Clarification and Amendment of RFP Document	<ul style="list-style-type: none"> i) Bidders may request a clarification in the RFP document up to the number of days indicated in the 'Data Sheet', before the bid submission date. Any request for clarification must be sent by standard electronic means to the Purchaser's address as indicated in the Schedule. ii) At any time, before the submission of Bids, the Purchaser may amend the RFP by issuing an addendum/corrigendum in writing or by standard electronic means. iii) The addendum/corrigendum issued shall be binding on all Bidders.
5. Preparation of Financial bid	<ul style="list-style-type: none"> i) The preparation of the Financial Bid as well as all related correspondence exchanged by the Bidders and the Purchaser shall be in English. ii) The Financial Bid shall be prepared using the attached Standard Form as in BOQ (MS Excel format), Annexure-I, and Annexure-II. It shall include all costs associated with the Service/Assignment. The financial bid shall not include any conditions attached to it. Any such conditional financial bid shall be summarily rejected. iii) The Financial Proposal/Commercial bid format as in Annexure-II of Section V is also provided as BOQ_XXXX.xls along with this tender document at https://mptenders.gov.in/ Bidders are advised to download this BoQ_XXXX.xls as it is and quote their offer/rates in the permitted column and upload the same in the commercial bid. Bidder shall not modify the downloaded price bid template in any manner. In case the same is found to be modified in any manner, the bid will be rejected and EMD will be forfeited. In case of a discrepancy between the BOQ and Annexure-II of the RFP, BOQ will prevail.
6. Taxes	<ul style="list-style-type: none"> i) All rates quoted must be FOR destination (as mentioned in the bid) and should include all incidental charges, taxes & duties except GST which should be shown separately and would be paid as per the prevailing rates. Bidders shall mention GST in the financial bid separately as per the format provided. ii) Bidders shall provide the price of their services in Indian Rupees and up to two decimal places only (for example Rs. 00.00) iii) 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 except GST which would be payable extra as per the prevailing rates. Bidder shall provide the cost of the services and applicable GST separately as per the format provided in the RFP. iv) If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the performance of the Contract, which was or will be assessed on the Contractor in connection with the performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract price or deduction therefrom, as the case may be, in accordance with General Conditions of Contract (GCC) hereof.
7. Earnest Money Deposit (EMD)	<ul style="list-style-type: none"> i) An EMD of the value as specified in the 'Data Sheet' should be deposited online only. ii) Bids not accompanied by EMD shall be rejected as non-responsive.

	<ul style="list-style-type: none"> iii) No interest shall be payable by the Purchaser for the sum deposited as an Earnest Money Deposit. iv) The EMD of the unsuccessful bidders would be returned within 30 days of the signing of the contract with the successful bidder. v) Non-compliance of given clauses by the successful bidder shall constitute sufficient grounds for the annulment of award and forfeiture of EMD, MPSEDC through a written notice to the other Party, may declare this contract to be null and void. Purchaser may award the contract to the next ranked bidder or may publish a new RFP.
7.1 Forfeiture of EMD	<p>The entire EMD shall be forfeited by the Purchaser in the following events:</p> <ul style="list-style-type: none"> i) If the Bidder withdraws its bid during the validity period or any extension agreed by the Bidder thereof. ii) If the Bidder varies or modifies its proposal in a manner not acceptable to the Purchaser after the opening of Bid during the validity period or any extension thereof. iii) If the Bidder tries to influence the evaluation process. iv) If the Bidder/s selected as 'Suppliers' chose to withdraw the Bid before the finalization process (failure to arrive at consensus by both the parties shall not be construed as withdrawal of Bid by the Bidder).
8. Tender Fees	Rs.1000/- plus processing fee.
9. Performance Security	<ul style="list-style-type: none"> i) The selected Bidder shall be required to furnish a Performance Security equivalent to 03% of the assessed project value of the contract for the bidder estimated on the basis of finalized rates in the form of an unconditional and irrevocable Bank Guarantee from a scheduled commercial bank in India in favour of MPSEDC Ltd. Bhopal for the entire period of contract with additional 60 days claim period. ii) Empaneled Service provider shall have to submit additional PBG @ 10% of the cost of the additional allocated volume of work, in case such allocation is required and mutually agreed. iii) Performance Security shall be submitted by the successful bidder within 15 days of notification of Award of contract but before the signing of the contract. iv) The successful bidder has to renew the Bank Guarantee on same terms and conditions for the period of extension of contract including claim period. v) Performance Security would be returned after the successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract. <p>On submission of this Performance Security and after the signing of the contract, the Bank Guarantee submitted towards EMD would be returned in original</p>
10. Submission, Receipt and Opening of Bids	<ul style="list-style-type: none"> i) An authorized representative of the Bidders shall initial/sign all pages of the original Financial Bid before uploading on https://mptenders.gov.in/ website. The authorization shall be in the

	<p>form of a written power of attorney or board resolution in the name of the authorized signatory accompanying the technical bid and Financial Bid demonstrating that the representative has been duly authorized to sign.</p> <p>ii) For instructions on bid preparation and the checklist of documents required for bid submission please refer to Annexure 8.</p> <p>iii) Bids shall be submitted online only at https://mptenders.gov.in/ website not later than the time and the date indicated in the Data Sheet, or any extension to this date by the purchaser Any bid received by the Purchaser after the deadline for submission shall not be considered.</p>
11. Right to Accept/ Reject the Bid	The Purchaser reserves the right to accept or reject any Bid and to annul the RFP process and reject all such bids at any time prior to the award of the contract, without thereby incurring any liability to the affected applicant(s) or any obligation to inform the affected applicants(s) of the grounds for such decision. The purchaser reserves the right to reject Incomplete or incorrect bids.
12. Opening of Financial Bids	<p>i) The date & time will be intimated later to the technically qualified bidders.</p> <p>ii) The Purchaser reserves the right to correct any computational errors. If there is a discrepancy between the unit cost and total cost (unit cost multiplied by volume), the unit cost will be considered as the final number, and also in case of a discrepancy between words and figures, words will be considered as the final figure.</p>
13. Dis-qualification	<p>Purchaser has the sole discretion to disqualify any applicant and at any time during the evaluation of the application, if the applicant:</p> <p>i) Submitted the application after the response deadline;</p> <p>ii) Made misleading or false representations in the forms, statements, and attachments submitted as proof of the eligibility requirements;</p> <p>iii) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;</p> <p>iv) Submitted an application that is not accompanied by required documentation or is non-responsive;</p> <p>v) Failed to provide clarifications related thereto, when sought;</p> <p>vi) Submitted more than one application either as a Single Agency/ Prime Agency/ consortium member;</p>
14. Award of Contract	<p>i) The Purchaser shall issue a work order to the selected Bidder.</p> <p>ii) The Bidder will sign the contract within 15 days of notification of the award of the contract.</p> <p>iii) The Bidder is expected to commence the services within 15 days of the signing of the contract. In case the winning Bidder fails to start the services within 15 days of signing of contract, then the Purchaser may exercise the right to cancel the award of work to the selected bidder and award to the next lowest bidder or cancel the RFP, as the case may be. In exceptional cases, CEO/MPSEDC may grant an extension if the delay is due to reasons not in the control of the Service Provider.</p>

15. Termination of Contract	Notwithstanding the duration of the contract/ allocation of the volume of work, the termination of the Contract is subject to the conditions as stipulated in the General Conditions of the Contract.
16. Dispute Resolution during the Tender process	<p>i) Settlement of Disputes/Dispute Resolution Mechanism: If any dispute arises during the tender process related to RFP and other bid documents with regard to the interpretation, meaning and breach of the terms of the RFP, the matter shall be referred to "The Managing Director of the MPSEDC Ltd." & whose decision shall be final and abided by all stakeholders.</p> <p>ii) Legal Proceedings: All legal proceedings, if necessary arise to institute by any of the parties (Government or Contractor) shall have to be lodged in courts situated only in Bhopal.</p>

Part II: Data Sheet:

Details
<p>Name and Details of Bid Inviting/finalizing Agency: Chief General Manager, MPSEDC Ltd, State IT Centre, 47-A, Arera Hills, Bhopal-462011 on behalf of the CEO, MP, office</p>
Bids must remain valid for 180 days after the closing date of bid.
<p>Tenure of Contract: The initial period of 3 years, can be extended by a further 2 years with mutual consent. The contract may be renewed on a year-to-year basis, on the completion of the initial contract period of 3 years.</p>
<p>Clarifications/Pre-bid Queries may be requested no later than the date defined in the Schedule. Clarifications may be e-mailed (only) to the following address: marketing@mpsedc.com All emails must have "Pre Bid queries: EPIC HOLOGRAM PROVIDER" as the subject.</p>
Amount of EMD is Rs 50,000 (Rupees Fifty Thousand Only)
Performance Bank Guarantee will be 3% of the contract value
Method of Selection (determined through a bidding process): L1 (Discovered Rate)
Award of Contract – The contract will be signed and executed by the CEO/MPSEDC.

Schedule for RFP		
Sr. No.	Activity	Date
1.	Date of issue of the RFP document	28/10/2023
2.	Tender document download Start Date	28/10/2023

3.	Last date for submission of Pre-Bid queries	04/11/2023 till 6:00 PM
4.	Pre Bid Meeting venue- MPSEDC Ltd, State IT Centre, 47-A, Arera Hills, Bhopal-462011	06/11/2023 at 3:00 PM
5.	Bid submission Start Date & Time	10/11/2023 at 5:00 PM
6.	Bid submission End Date & Time	18/11/2023 till 6:00 PM
7.	Date of Opening of Technical Bids	20/11/2023 at 11:30 AM
8.	Opening of Financial Offers	The date & time would be communicated to the technically qualified bidders.

PART-III: ELIGIBILITY CRITERIA

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

TABLE 1: CRITERIA FOR PRE-QUALIFICATION

1	Name of Bidder	
2	Mailing Address	
3	Telephone and Fax Number	
4	E-Mail Addresses	
5	Name and designation of the person authorized to make commitments of CEO/MPSEDC (Certificate of Authority to be provided)	
6	Year of the establishment of the firm	
7	Other financial activities of the firm/company	

Sr. 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	The Bidder's Average Annual Turnover is of at least Rs 50 Lakhs (Rupees Fifty Lakhs only) during the previous three financial years (2020-21, 2021-22 and 2022-23)	Audited Balance Sheet of last 3 years along with CA certificate duly mentioning the UDIN with registration number and seal.		

Sr. No.	Pre-Qualification Criteria	Supporting Documents	Compliance (Yes/No)	Detailed Remarks
3	The bidder should not be blacklisted or debarred and banned from participating or carrying out business with any Central/ State Government at the time of the submission of the bid. An 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.	Self-certification duly signed by authorized signatory.		
4	The bidder should be a member of the Authentication Solution Providers Association (ASPA) at the time of bid submission.	Copy of the ASPA membership certificate valid on the date of bid submission (duly signed by authorized signatory).		
5	The bidder should be a member of the International Hologram Manufacturers Association (IHMA) at the time of bid submission.	Copy of the IHMA membership certificate valid on the date of bid Submission (duly signed by authorized signatory).		
6	The bidder should have ISO 9001 certifications, valid at the time of bid Submission	Copy of the certification valid on the date of bid submission.		
7	The bidder must be certified under Security Certification – TUV-ASPA (Formerly known as HOMAI) Hologram Security Standards.	Copy of the certificate valid on the date of bid submission (duly signed by authorized signatory).		
8	The bidder must have successfully "completed" OR "completed part of the ongoing" projects of Security holographic hot stamping foil for stamping on PVC cards within India only during the last five years awarded by Government / PSUs / Banks / NPCI of the following values as on the bid submission date (a) One project of not less than Rs. 20 Lakhs or (b) Two projects costing not less than Rs 12 Lakhs each. Or (c) Three projects costing not less than Rs 8 Lakhs each	Copy of work orders and certificate of work completion clearly mentioning the value of work done or proof of 80% payment of the contract value received from the client with date.		

Note: Documents must be signed by the CS/authorized signatory of the Bidder. Relevant portions in the documents submitted in pursuance of eligibility criteria should be highlighted.

The bidder should have complete manufacturing facilities, including MASTER MAKING PROCESS and intermediate processes to produce holographic hot stamping foils in-house. The bidder must provide

a self-certification for the existence of the following:

S. No.	Plant & Machineries
1	Master Origination Machine
2	Electroforming System (Nickel plating on Glass Master for Production of Shims)
3	Embossing Machines
4	Adhesive Coating Machine
5	Slitting Machine
6	Inspection/Numbering Machine
7	Quality Control Department
8	Control Room equipped with the facility of monitoring through CCTV
9	CCTV Cameras (Nos.)
10	Access control system

Note: None of the processes shall be allowed to be subcontracted or sublet to any other agency.

Important:

1. The CEO/MPSEDC reserves the right to visit the Bidder's premises and include the same for evaluation.
2. Discrepancy between stated capacity/capabilities and site verification shall result in immediate disqualification.

PART-IV: SELECTION PROCESS

1. **EVALUATION OF PROPOSALS:** The evaluation of the proposals will be performed in the following parts:
 - i. Preliminary Scrutiny: Each proposal will be scrutinized by a Screening/Technical Evaluation Committee of CEO/MPSEDC 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.
 - ii. Pre-Qualification: The minimum qualifying criteria will need to be met to be considered for opening of Financial Bid.

2. **SELECTION OF FIRMS:**
 - i. The bidders will be pre-qualified on the basis of the minimum qualifying criteria mentioned in the bid.
 - ii. On the basis of technical analysis of the bids, the bidder will be qualified for the next stage which is the financial bid.
 - iii. The Financial Bids of only the 'Qualified Bidders' "will be opened.
 - iv. Bids received will be arranged from the lowest Cost (L1) to the highest cost.
 - v. The lowest rate L1, received from a qualified bidder will be treated as the "Discovered Rate".
 - vi. In case of a Tie, Bidder with a higher Average Annual Turnover (as per Pre-Qualification Criteria) will be ranked higher.
 - vii. The MPSEDC reserves the right to call for a second bid process to select a firm for the execution of the project.
 - viii. In case only one bidder qualifies for financial bid opening, MPSEDEC will have the right to select the single qualified bidder or cancel the RFP.

Part V: INSTRUCTIONS ON BID PREPARATION AND DOCUMENTS

1. Online Bids Submission Process

1. The bid shall be submitted Online (complete in all respects). It must be uploaded on <https://mptenders.gov.in/> in two packets i.e. Two Bid system (Pre-qualification bid and financial bid), and the bidder must follow the procedure as detailed in Part I Section II of the RFP.
2. The bid shall be submitted online, the Signed and Scanned copy of all the required documents in
 - a. Cover 1:
Prequalification sheets (As per Annexure VIII) + Supporting Documents
 - b. Cover 2:
Financial Bid submission as per the Annexure II / BOQ Format as available in the portal.
3. All the pages of a bid being submitted must be signed by the authorized signatory and sequentially numbered by the bidder irrespective of nature of content of the documents and must contain the list of contents with page numbers before uploading. All the files mentioned above should be in .pdf format except for the BoQ which should be in .xls format.
4. The offers submitted by Fax/email shall not be considered. No correspondence will be

entertained in this matter.

5. EMD must be submitted in online form only.

2. FINANCIAL BID FORMS

1. 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 GST shall be excluded from the cost for the purpose of evaluation. GST 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 include all the statutory taxes, levies, duties, etc. except GST which would be mentioned separately as per the format of the Financial bid.

3. FINANCIAL BID COVERING LETTER

The Bidders shall submit the Financial Bid Covering Letter as per Annexure 1

4. FINANCIAL BID

The Bidders shall submit online the Financial Bid Form as given in Annexure 2 along with a covering letter as specified in Annexure 1 Financial Bids which are not submitted as per the Financial Bid Forms shall be summarily rejected. Any conditional bids shall also be summarily rejected during the evaluation of the financial bids.

Section III

SCOPE OF WORK

PART-I: DESCRIPTION OF SERVICES

1. GENERAL

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

S. No.	Area	Requirement
1.	Holographic Features	An indicative list of high- security anti-counterfeiting holographic features are: Overt: <ul style="list-style-type: none"> • Motion Effects • Multi-channel Effects • True Color Effects • Gradient Effects Covert: <ul style="list-style-type: none"> • Micro Security Features • CLR-based Effects Forensic: <ul style="list-style-type: none"> • Nano Security Features Note: The selected bidder will be required to provide 5 sample designs in consultation with ECI based on aforesaid (or other better) features for finalization by the ECI.
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 cards. It should be as per the design, approved and finalized by the ECI.
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 onto the card.

- The selected bidder will be required to make delivery for the holograms to MPSEDC/CEO without any extra cost.
- Bidder should maintain delivery proofs duly signed by Bidder as well as receiving indicating Date/Time/Quantity etc.

- The diagrammatic representation of the ECI hologram for dimensions pre-hot stamping and post-hot stamping are as under:-

Sample of Hologram



Each order delivery should be accompanied by a “quality test report from a Government 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:

Sr.No.	Agent	Test Procedure
1	Image Quality	Check visually for Brightness, and 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 a 25° angle to check visually for any residue on the Tape. The sample should withstand the 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	The 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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Delivery Schedule

- I. The selected bidder shall deliver the Holograms to the MPSEDC/CEO as per the below schedule:

Order Size	Turn Around Time
Less than 25,000	7 days
25,001 to 1,00,000	10 days
100,001 to 500,000	12 days
Above 500,000	15 days

- II. The selected bidder shall maintain a minimum Hologram inventory at any point of time as prescribed by MPSEDC from time to time.
- III. The Hologram Supplier should submit documentary evidence on delivery along with details like date, time, location, quantity of delivery, etc. to MPSEDC/CEO.
- IV. **Penalty for Default in Delivery:** If the Bidder does not deliver the holographic hot stamping foils as per the above delivery schedule, or such authorized extension of delivery period as permitted in writing by MPSEDC/CEO. MPSEDC/CEO shall impose a penalty @ 5% of the total value of the Order for every week's delay subject to a maximum of 15% of the total value of the Order, without prejudice to any other right or remedy available under the Purchase Order. In the case of delay in compliance with the order beyond 3 weeks of the stipulated time period, MPSEDC/CEO will have the right to cancel the order.

SECURITY OF DATA

- a) Ensuring the security of electronic data provided by the MPSEDC/CEO is of paramount importance. In addition to the standard guidelines of the Government of India on Data Security, the Security Guidelines issued by ECI.
- b) The SP has to comply with the existing Information Security Guidelines of ECI. These are updated periodically as per requirement and at all times.

Information Security Guidelines

Information security guidelines applicable to Service Providers are outlined in the ECI Information Security Policy Document. The Service Provider shall ensure the confidentiality; integrity and availability of ECI-related data and services. The Information Security directives applicable have 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

Note: Detailed guidelines will be shared with the selected Service Provider

Part II SERVICE LEVEL AGREEMENT

1. Commencement of Work:

- (a) Successful bidder should be ready for manufacturing and supply of ECI holographic hot stamping foils to MPSEDC within the time mentioned in the delivery schedule of the signing of the contract. In case of failure to start work within the timelines mentioned, MPSEDC/CEO may choose to terminate the contract and PBG can be forfeited.
- (b) In exceptional cases, MPSEDC/CEO may consider extending the timeline of the start of work beyond mentioned the delivery schedule.

2. Operational SLA:

The Selected bidder shall guarantee the quality and life of the hologram for a period of twelve months from the date of manufacture, subject to holograms being stored in a cool and dry area. If part of the hologram quantity is rejected or a quality defect has been identified, the selected bidder shall replace such holograms within 2 working days.

Sr. No.	Incidence	Penalty
1.	More than 3 incidences in a month	5% of the total order quantity
2.	More than 5 incidences in a month	7% of the total order quantity
3.	More than 10 incidences in a month	10% of the total order quantity
4.	More than 15 incidences in a month	may be disqualified for Hologram manufacturing

Here incidences mean hologram quantity is rejected or a quality defect has been identified by our Selected Card Manufacturers, CEO, or empaneled Test Labs(s).

Note: In case of any dispute, the stand of CEO shall be final and binding to the service provider.

Note: SLA penalties, if any, shall be deducted on a quarterly basis.

SECTIONS IV

GENERAL AND SPECIAL CONDITIONS OF THE CONTRACT

1. General Conditions of Contract

1.1 Definitions	<p>Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:</p> <ul style="list-style-type: none">(a) "Applicable Law" means the laws and any other instruments having the force of law in India.(b) "Purchaser/procuring entity" means the entity purchasing the services under this Contract(c) "Contract" means the Agreement entered into between the Purchaser and the Supplier, together with the contract document referred to therein including all the attachments, appendices, annexure, and all documents incorporated by reference therein.(d) "GC" means these General Conditions of Contract (Part-I of Section IV).(e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with the terms & conditions of this tender, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract(f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause 2.1 of GC.(g) "Government" means the Government of India/Government of States.(h) "Supplier" means any private or public entity that will provide the Services to the Purchaser under the Contract. The Supplier is the entity, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement.(i) "Party" means the Purchaser or the Supplier, as the case may be, and "Parties" means both of them.(j) "Personnel" means persons hired by the Bidder and assigned to the performance of the Services or any part(k) "SC" means the Special Conditions of Contract (Part-II of Section IV) by which the GC may be amended or supplemented.(l) "Services" means the work to be performed by the Supplier pursuant to this Contract, as described in Scope of Work at Section-III of RFP hereto.(m) "Bidder" means the entity bidding for the services under the Contract.(n) "Resident" means an individual who has resided in India for a period or periods amounting in all to one hundred and eighty-two days or more in the twelve months immediately preceding the date of
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	<p>application for enrollment.</p> <p>(o) "ECI" means the Election Commission of India.</p> <p>(p) "CEO" means Chief Electoral Officer of Madhya Pradesh.</p> <p>(q) "In writing" means communication in written form with proof of receipt.</p>
1.2 Relationship between the Parties	Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Purchaser and the Supplier. The Supplier, subject to this Contract, has complete charge of Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
1.3 Law Governing Contract	This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable Laws of India.
1.4 Language	This Contract has been executed in English, which shall be the binding and controlling language for all matters relating to the Meaning or interpretation of this Contract.
1.5 Notices	<p>a) Any notice, request, or consent required or permission to be given or made pursuant to this Contract shall be in writing. Any such notice, request, or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.</p> <p>b) A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.</p>
1.6 Location	Location will be specified by MPSEDC/CEO to the selected bidder.
1.7 Authorized Representatives	Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Purchaser or the Bidder may be taken or Executed by the officials specified in the SC.
1.8 Taxes and Duties	<p>a) The Supplier and their Personnel shall pay all such direct and indirect taxes, duties, fees, and other impositions levied under the Applicable Laws of India.</p> <p>b) All rates quoted must be FOR destination (as mentioned in the bid) and should include all incidental charges, taxes & duties except GST which should be shown separately and would be paid as per the prevailing rates. The quoted cost in the financial bid shall be inclusive of all such taxes, except GST. GST shall be quoted separately.</p> <p>c) If there is any reduction or increase in duties and taxes due to any reason whatsoever, after Notification of Award, the same shall be passed on to the Purchaser/SP as the case may be.</p>
1.9 Fraud and Corruption	
1.9.1 Measures to be taken by the Purchaser	a) The Purchaser may terminate the contract.

	b) The Purchaser may also sanction against the Supplier, including declaring the Supplier ineligible, either indefinitely or for a stated period of time.
1.10 Interpretation	<p>In this Contract unless a contrary intention is evident:</p> <p>(a) the clause headings are for convenient reference only and do not form part of this Contract;</p> <p>(b) unless otherwise specified, a reference to a clause number is a reference to all of its sub-clauses;</p> <p>(c) unless otherwise specified, a reference to a clause, sub-clause or section is a reference to a clause, sub-clause, or section of this Contract including any amendments or modifications to the same from time to time;</p> <p>(d) a word in the singular includes the plural and a word in the plural includes the singular;</p> <p>(e) a word importing a gender includes any other gender;</p> <p>(f) a reference to a person includes a partnership and a body corporate;</p> <p>(g) reference to legislation includes legislation repealing, replacing, or amending that legislation;</p> <p>(h) where a word or phrase is given a particular meaning it includes the appropriate grammatical forms of that word or phrase which have corresponding meanings;</p>

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract	This Contract shall come into effect on the date the Contract is signed by both Parties as may be stated in the SC. The date, the Contract comes into effect is defined as the Effective Date.
2.2 Termination of Contract	
2.2.1 Termination of Contract for Failure to become effective	If this Contract has not become effective within such time period as specified in the SC, Purchaser through a written notice to the other Party, may declare this Contract to be null and void and award the contract to the next lowest bidder
2.2.2 Termination of Contract subject to necessary approvals	Notwithstanding the duration of the contract stated in GC 2.4, MPSEDC/CEO reserves the right to terminate the contract at any time Without prejudice or liability.
2.3 Commencement of Services	The Supplier shall begin carrying out the Services within 15 days from the Effective Date specified in the SC
2.4 Expiration of Contract	Unless terminated earlier, this Contract shall expire at the end of such time period, after the effective date or after the agreed volume/quantity has been delivered, as specified in the SC. The contract may be extended by a period of two year or part thereof, subject to satisfactory Performance by the Bidder.
2.5 Entire Agreement	This Contract contains all covenants, stipulations, and provisions agreed by the Parties. No agent or representative of either Party has the authority to make, and the Parties shall not

	be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
2.6 Modifications or Variations	<p>a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.</p> <p>b) In cases of substantial modifications or variations, required by the Supplier, the prior written consent of the Purchaser is required.</p>
2.7 Force Majeure	
2.7.1 Definition	<p>a) For the purposes of this Contract, "Force Majeure" means an event that is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.</p> <p>b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.</p> <p>c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.</p>
2.7.2 No Breach of Contract	<p>The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.</p>
2.7.3 Measures to be Taken	<p>a) A Party affected by an event of Force Majeure shall</p>

	<p>continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall Similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Supplier, upon instructions by the Purchaser, shall either:</p> <p>(i) immobilize; or</p> <p>(ii) Continue with the Services to the extent possible, in which case the Supplier shall continue to be paid proportionately and on the pro-data basis, under the terms of this Contract.</p> <p>(iii) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to procedure laid down in the document.</p>
<p>2.8 Suspension</p>	<p>The Purchaser may, by written notice of suspension to the SP, suspend all payments to the SP hereunder if the SP fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the SP to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the SP of such notice of suspension.</p>
<p>2.9 Termination</p>	
<p>2.9.1 Termination</p>	<p>A. The Purchaser may, without prejudice to any other remedy for breach of Contract, by 30 days prior written notice of default sent to the Service Provider, terminate the Contract in whole or in part in case of the occurrence of any of the events specified in the bid document/RFP.</p> <p>(a) i. If the Service Provider fails to deliver Services within the time period(s) specified in the Contract, or any extension thereof granted by the Purchaser; OR</p> <p>ii. If the Service Provider fails to perform any other obligation(s) under the contract."</p> <p>(b) If the Service Provider becomes (or, if the Service</p>

Provider consists of more than one entity, if any of its members becomes and which has a substantial bearing on providing Services under this contract) insolvent or goes into liquidation or receivership whether compulsory or voluntary.

(c) If the Service Provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

(d) If, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(e) If the Service Provider submits to the Purchaser a false statement which has a material effect on the rights, obligations or interests of the Purchaser.

(f) If the Service Provider places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Purchaser.

(g) If the Service Provider fails to provide the quality services as envisaged under this Contract. The Purchaser may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CEO/MPSEDC may decide to give one chance to the Service Provider to improve the quality of the services.

(h) If the Service Provider has been blacklisted by the ECI/CEOs/MPSEDC or disqualified for any reason.

(i) If the Service Provider fails to fulfill its obligations as per the terms & conditions of this tender

(j) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to the terms & conditions of this tender

(k) In the event of Service Provider is found :

(i) Sub-contracting of work/services

(ii) Provided incorrect information to ECI/CEO/MPSEDC.

(iii) Non co-operative during audits conducted by ECI/CEO/MPSEDC or auditing agencies appointed for the purpose.

(l) "If the Service Provider discloses any confidential information during its engagement with MPSEDC/CEO, MPSEDC may terminate this Contract, forthwith."

(m) In the event the Purchaser, in its sole discretion and for any reason whatsoever, decides to terminate the Contract in whole or in part. The SP shall be liable to the Purchaser for

	any additional costs for such similar services. However, the SP shall continue Performance of the Contract to the extent not terminated.
2.9.2 Cessation of Rights and Obligations	Upon termination of this Contract pursuant to as per the terms & conditions of this tender hereof, or upon expiration of this Contract pursuant to as per the terms & conditions of this tender hereof, all rights and obligations of the Parties hereunder shall cease,
2.9.3 Cessation of Services	Upon termination of this Contract by notice of either Party to the other pursuant to the terms & conditions of this tender hereof, the Supplier shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents, data, and/ or any other material prepared by the Supplier and equipment and materials furnished by the Purchaser, the Supplier shall proceed as provided, respectively, by the terms & conditions of this tender hereof.
2.9.4 Payment upon Termination	<p>Upon termination of this Contract pursuant to the terms & conditions of this tender, the supplier shall be entitled /not entitled to payments as per the following:</p> <p>(a) If the Contract is terminated pursuant to the terms & conditions of this tender and remuneration pursuant to the terms & conditions of this tender hereof for Services satisfactorily performed prior to the effective date of termination;</p> <p>(b) If the agreement is terminated pursuant of the terms & conditions of this tender the Supplier shall not be entitled to receive any agreed payments upon termination of the contract.</p>
2.9.5 Disputes about Events of Termination:	If either Party disputes whether an event specified in the terms & conditions of this tender hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter as per the terms & conditions of this tender hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.
2.10 Extension of Contract	The contract may be extended by a period of two years or part thereof at the same rate, terms & conditions, subject to satisfactory Performance by the Bidder and acceptance of both the parties.
2.11 Supplying Holograms beyond the estimated	After the supply of the 1.50 crore Holograms, in case more Holograms are required by the MPSEDC/CEO, MP, the supplier

quantity	has to further supply up to 50% Holograms out of the estimated quantity mentioned in the RFP.
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3. OBLIGATIONS of the SUPPLIER

3.1 Standard of Performance	The Supplier shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology with safe and effective equipment, men, machinery, materials and methods.
3.2 Suppliers Not to Benefit from Commissions, Discounts, etc.	The payment of the Supplier pursuant to the terms & conditions of this tender shall constitute the Supplier’s only payment in connection with this Contract or the Services, and the Supplier shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Supplier shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.
3.3 Prohibition of Conflicting Activities	<p>The Supplier and their Personnel shall not engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.</p> <ul style="list-style-type: none"> a) The Supplier shall protect from unauthorized access, loss or damage and also keep safe, secure and confidential all demographic information, all documents, data and information of any nature provided to the Supplier for the discharge of services. b) The Supplier shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from MPSEDC/CEO, other than required for discharge of services. c) The Supplier shall not give access to the information or data collected and received from MPSEDC/CEO in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorized personnel and only used in the manner prescribed by MPSEDC/CEO.
3.4 General Confidentiality	Except with the prior written consent of the Purchaser, the Supplier and the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from MPSEDC/CEO in the course of the Services, nor shall the Supplier and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services. Breach of the obligation of confidentiality may invite legal action.

<p>3.5 Insurance to be Taken Out by the Supplier</p>	<p>The Supplier</p> <p>a) shall take and maintain insurance against risks and coverage at their own cost but on terms and conditions approved by the Purchaser, as shall be specified in the SC; and</p> <p>b) at the Purchaser's request, shall provide evidence to the Purchaser showing that such insurance has been taken and Maintained and the current premiums have been paid.</p>
<p>3.6 Accounting, Inspection and Auditing</p>	<p>a) The Supplier shall:</p> <p>(i) keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and</p> <p>(ii) Periodically permit the Purchaser or its designated representative and/or the Purchaser, and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Purchaser or the Purchaser, if so required by the Purchaser. The Audit expenses shall be borne by the Supplier.</p> <p>b) The Purchaser shall have the right to carry out inspection checks, audits of the Supplier's premises and/ or locations, facilities, or point of delivery of services performed under this contract.</p> <p>c) The Purchaser shall have the right to carry out scheduled/ un-scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Supplier.</p> <p>d) If a third party audit is conducted at the instance of SP, the cost of audit will be borne by the SP</p>
<p>3.7 Sub-contracting</p>	<p>The Supplier shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract.</p>
<p>3.8 Reporting Obligations</p>	<p>The Supplier shall submit to the Purchaser the reports and documents as specified by MPSEDC/CEO time to time.</p>
<p>3.9 Rights of Use</p>	<p>All rights of use of any process, product, service, or data developed, generated, or collected, received from MPSEDC/CEO or any other task performed by the Supplier under the execution of the contract, would lie exclusively with the Purchaser or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the Supplier shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour</p>

	of the Purchaser or its nominated agencies.
3.10 Safety & Security of Data, Premises, Location/ site	<p>The Data provided by the Purchaser to the SP, if any, is the property of the Purchaser. The SP shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.</p> <p>(a) The SP shall not use the information, the name or the logo of the Purchaser and or Government of India except for the purposes of providing the services as specified under this contract.</p> <p>(b) The SP shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by the Purchaser, without prior written permission from the Purchaser.</p> <p>(c) The SP shall follow the Security Guidelines issued by ECI.</p> <p>(d) Data Retention period shall be defined and reviewed for adequacy at least every three months jointly by the Purchaser and the SP.</p> <p>(e) Certificate of 'Data deletion' to be provided by the SP, at the time of raising periodic bills.</p> <p>(f) The SP would be governed by the provisions of the Law of the Land.</p> <p>(g) The Purchaser reserves the right to carry out third party Audits of the SP to ensure compliance of stated and implicit requirements.</p> <p>(h) The rogue behavior of the employees of SP shall fall under the 'Unlimited liability' to the SP.</p>
3.11 Equipment & Materials Provided by the Suppliers	Equipment or materials brought into India by the Supplier and the Personnel and used either for the Project or personal use shall remain the property of the Supplier or the Personnel concerned, as applicable.
3.12 Intellectual Property Rights (IPR)	The intellectual property rights to all the outputs, deliverables, data, and reports developed during the execution of this Contract shall remain sole property of the Purchaser.
3.13 Assignment	The Supplier shall not assign, in whole or in part, any of their obligations under this Contract.

4. SUPPLIER'S PERSONNEL

4.1 General	The Supplier would not be required to depute any personnel with the purchaser. However a point of contact shall be communicated for coordination of work.
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5. OBLIGATIONS OF THE PURCHASER

5.1 Assistance and Exemptions	<p>Unless otherwise specified in the SC, the Purchaser shall use its best efforts to ensure that the Government shall:</p> <p>(a) Issue to officials, agents, and representatives of the Government all such instructions as may be necessary or appropriate in its opinion for the prompt and effective implementation of the Services.</p> <p>(b) Provide to the Supplier and Personnel any such other assistance as may be required in its opinion specified in the SC.</p>
5.2 Change in the applicable Law related to Taxes and Duties	<p>a) The supplier and their Personnel shall pay taxes, duties, fees, and other impositions levied under the Applicable Laws of India.</p> <p>b) The supplier 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 Notification of Award, the same shall be passed on to the Purchaser/ resident/ supplier.</p>
5.3 Services, Facilities, and Property of the Purchaser	<p>The Purchaser shall make available to the Supplier and its Personnel, for the purpose of the Services and free of any charge, the services facilities and property as deemed necessary in its opinion.</p>

6. PAYMENTS TO THE SUPPLIER

6.1 Payment for Services	<p>(a) CEO/MPSEDC shall notify the rate applicable for one unit of EPIC Hologram based on the price discovery proposal submitted by the bidder on this RFP. Notified unit rates shall include the material cost, Manufacturing cost, Supply cost, and all or any other charges incidental to the delivery services as per the scope of work of the supplier for one hologram.</p> <p>(b) The amount payable shall be finalized after taking into account the Penalties, SLAs, Dues, and Exemptions if applicable.</p> <p>(c) The payment due will be calculated on actual utilization of holograms, for invoice duration, duly certified by PSP.</p> <p>(d) The payment will be made by the MPSEDC to the selected bidder only after receiving the payment from the CEO.</p>
6.2 Currency of Payment	<p>All payments shall be made in Indian Rupees</p>
6.3 Terms of Payments	<p>The payments in respect of the Services shall be made as follows:</p> <p>(a) The SP shall submit an invoice for payment when the payment is due as per agreed terms on a 'Quarterly basis'. The payment shall be released as per the work-related milestones achieved".</p> <p>(b) The invoices submitted by the SP and the respective SLAs to be imposed thereon, if any, will be processed and verified by the CEO/MPSEDC.</p> <p>(c) All payments under this Contract shall be made to the</p>

	<p>accounts of the SP specified in the SC.</p> <p>(d) In the event of any wrong payment to SP, the difference shall be adjusted in the subsequent payments.</p> <p>(e) In case of early termination of the contract, the payment shall be made to the SP as mentioned here:</p> <p>i. Assessment should be made about work done from the previous payment period, for which the payment is made or to be made till the date of the termination.</p> <p>ii. The SP shall provide the details of the output/services performed during this period with supporting documents. Based on such details, the payment shall be calculated based on the rate as specified.</p>
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7. GOOD FAITH

7.1 Good Faith	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
7.2 Operation of the Contract	The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but failure to agree on any action pursuant to this Clause shall not give rise to a dispute, subject to arbitration in accordance with the terms & conditions of this tender.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement	Performance of the contract is governed by the terms & conditions of the contract. In case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause shall become applicable.
8.2 Arbitration	<p>i) This Agreement shall, in all respects, be governed by, and construed in Bhopal in accordance with the laws of India.</p> <p>ii) Any dispute of whatever nature, which arises out of, in relation to, or otherwise connected with:</p> <p>a) The interpretation or effect of;</p> <p>b) The validity, enforceability, or rectification of;</p> <p>c) The respective rights or obligations of the Parties; and/or</p> <p>d) A breach or the termination or cancellation of this agreement;</p> <p>shall be dealt in accordance with succeeding provisions of this Clause.</p> <p>iii) All disputes shall at first instance be resolved through good faith negotiations, which negotiations shall begin promptly after a party has delivered to the other Party a request for such consultation.</p>

	<p>iv) If the Parties are unable to resolve the Dispute in question within thirty days of the commencement of negotiations, then the Dispute shall, unless the Parties otherwise agree in writing, be referred to arbitration in accordance with the provisions as per MP Madhyastham Adhikaran Act, 1983 and the amendments thereto</p> <p>v) The venue for arbitration shall be Bhopal, India and the language used in the arbitral proceedings shall be English.</p> <p>vi) The Parties shall continue to be performing their respective obligations under this Agreement, despite the continuance of the arbitration proceedings, except for the disputed part under arbitration.</p>
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9. LIQUIDATED DAMAGES

9.1 Definition	The parties hereby agree that due to negligence of act of any party, if the other party suffers losses, damages, the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and both the parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
9.2 Limitation	The SP is liable to the Purchaser for payment of penalty as specified in the SLA.

10. ADHERENCE TO RULES & REGULATIONS

10.1 Adherence to Safety Procedures, Rules, Regulations & Restrictions	<p>The SP shall comply with the provisions of the contract/terms and conditions of RFP.</p> <p>(a) The SP shall also comply with provisions of all laws including labour laws, rules, regulations and notifications issued there under from time to time.</p> <p>(b) All safety and labour laws enforced by statutory agencies and by Purchaser shall be applicable in the performance of this Contract and the SP shall abide by these laws.</p> <p>(c) Access to the data centre/ data processing sites and Purchaser's locations shall be restricted to only essential personnel belonging to the SP who are genuinely required for execution of work or for carrying out management/ maintenance who have been explicitly authorized by the Purchaser. The SP shall maintain a log of all activities carried out by each of its personnel.</p> <p>(d) The SP shall take all measures necessary or proper to protect the personnel and facilities and shall observe all reasonable safety rules and instructions. The SP shall adhere to all security requirement/regulations of the Purchaser during the execution of the work.</p> <p>(e) The SP shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel are aware of consequences of non-compliance or violation of laws including Information Technology Act, 2000 (and amendments</p>
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	<p>thereof).</p> <p>(f) The SP shall report as soon as possible any evidence, which may indicate or is likely to lead to an abnormal or dangerous situation and shall take all necessary emergency control steps to avoid such abnormal situations.</p> <p>(g) The SP shall at all times indemnify and keep indemnified the Purchaser for any situation arising out of this clause while providing its services under the Project</p>
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11. LIMITATION OF LIABILITY

11.1 Limitation of Liability	<p>Except in case of gross negligence or willful misconduct:</p> <p>(a) Neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and</p> <p>(b) The aggregate liability of the Supplier to the Purchaser whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier to indemnify the Purchaser with respect to patent Infringement or any third party claims.</p> <p>(c) The Purchaser shall not be liable to the Supplier in case of any loss or profits or additional costs incurred etc. subsequent to termination of contract as per the terms & conditions of the contract.</p>
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12. MISCELLANEOUS PROVISIONS

12.1 Miscellaneous Provisions	<p>(i) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.</p> <p>(ii) The Supplier shall notify the Purchaser of any material change in their status, in particular, where such change would impact on performance of obligations under this Contract.</p> <p>(iii) The Supplier shall at all times indemnify and keep indemnified the Purchaser against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this Contract.</p> <p>(iv) The Supplier shall at all times indemnify and keep indemnified the Purchaser against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its employees or agents or by any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Supplier</p> <p>(v) The Supplier shall at all times indemnify and keep indemnified the Purchaser against any and all claims by Employees, agent(s), employed engaged or otherwise working for the Supplier, in respect of wages, salaries, remuneration, compensation or the like.</p>
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	<p>(vi) All claims regarding indemnity shall survive the termination or expiry of the Contract.</p> <p>(vii) All materials provided to the Purchaser by bidder are subject to Country and STATE public disclosure laws such as RTI etc.</p> <p>(viii) The Supplier shall not make or permit to be made a public announcement or media release about any aspect of the Contract or any activity related to ECI without a written consent from the Purchaser.</p>
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PART-II : SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SC) shall supplement the General Conditions of Contract (GC). Whenever there is a conflict, the provisions herein shall prevail over those in the GC.

(Clauses in brackets { } are optional; all notes should be Deleted in final text)

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
A.	<p>The addresses are:</p> <p>Bid Inviting and Selection Agency:</p> <p>Chief General Manager MPSEDC Ltd., State IT Centre, 47-A, Arera Hills, Bhopal-462011 E-mail: marketing@mpsedc.com</p> <p>Authorized entities to enter contract for EPIC hologram provider on behalf of Chief Electoral Officer of the Madhya Pradesh State.</p>
B.	The Services shall be carried out and supplied at the site/s as agreed to and approved by the MPSEDC/CEO.
C.	The effective date of the Contract: Date of Signing of the contract by both parties which is 7 days from Notification of award
D.	The date for the commencement of Services: Within 15 days from the signing of the contract between the Purchaser and the Supplier.
E.	The tenure of the contract shall be: 36 months
F.	The amount shall be in Indian Rupees (INR)
G.	<p>General terms and conditions of Payment</p> <ol style="list-style-type: none"> 1) All undisputed and eligible payments shall be made by the Purchaser in favour of the SP. 2) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs. 3) SP shall obtain sign-off for each milestone completed from the CEO office and raise invoice against the same to CEO office. 4) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 45 days of submission of invoice and subject to reconciliation.

	<p>5) Power to withhold: Notwithstanding anything contained in the payment schedule, if in the opinion of the Purchaser/CEO, any work done or supply made or service rendered by SP is deficient in any manner in comparison to the prescribed standards, Purchaser/CEO shall be at liberty to withhold a reasonable portion of the payments due to the SP, till such work/ supply/ service is made conforming to the prescribed standards. These powers to withhold payments shall be without prejudice to any other power/ right of the purchaser/CEO office under this contract.</p>
<p>H.</p>	<p>The Arbitration proceedings shall take place in Bhopal and cost of Arbitrator / Arbitration to be borne by parties themselves.</p>

SECTION-V ANNEXURES AND APPENDICES

ANNEXURES:

- I. Financial Bid Covering Letter
- II. Financial Bid Form
- III. Standard Contract Form
- IV. Grievance Handling Procedure during Contract Period
- V. Pre-bid Queries Format
- VI. Affidavit
- VII. Project Details
- VIII. Checklist for Technical Proposal

APPENDICES:

- A. Form of Performance Bank Guarantee Bond
- B. Non-Disclosure Agreement

ANNEXURE-I

Financial Bid Covering Letter

(To be submitted on the Letterhead of the applicant)

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

Ref: Request for Proposal (RFP) Notification No. _____ dated__

Dear Sir,

1. Having examined the RFP document, we, the undersigned, herewith submit our response to your RFP Notified vide dated..... for MPSEDC/CEO, in full conformity with the said RFP document.
2. We, the undersigned, offer to provide services to MPSEDC/CEO in accordance with your RFP.
3. We have read the provisions of the RFP document, confirm our acceptance of the same and are hereby submitting our Financial Bid.
4. We agree to abide by this RFP, consisting of this letter, financial bid, and all requisite supporting documents, for a period of 180 days from the closing date fixed for submission of the bid as stipulated in the RFP document.
5. We hereby declare that we have not been charged with any fraudulent activities by any Central/State/UT Government.
6. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.
7. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988" and its amendments.
8. We understand that MPSEDC is not bound to accept any bid received in response to this RFP.
9. In case we are engaged by MPSEDC/CEO for executing the services, we shall provide any assistance/cooperation required by MPSEDC/CEO/auditing agencies appointed by it, officials for performing auditing and inspection functions. We understand that our non-cooperation for the same shall be grounds for termination of service.
10. In case we are engaged as a Supplier, we agree to abide by all the terms & conditions of the Contract that will be issued by MPSEDC/CEO.
11. The financial bid includes the cost of Manufacturing and Supply of holograms (as per specifications mentioned in the RFP) including incidental cost/ other expenses, cost of providing additional services, and performing all functions as per the 'Scope of Work' and 'SLAs' defined in this RFP.

12. Our correspondence details with regard to this RFP are:

No.	Information	Details
1.	Name of the Contact Person	
2.	Address of the Contact Person	
3.	Name, designation, and contact address of the person to whom all references shall be made regarding this RFP	
4.	Telephone number of the Contact Person	
5.	Mobile number of the Contact Person	
6.	Fax number of the Contact Person	
7.	Email ID of the Contact Person	
8.	Corporate website URL	

Yours sincerely,

Signature of Authorized Signatory (In full as well as initials):

Name and Title of Signatory:

Name of firm:

Address:

ANNEXURE II

Financial Bid Form

Reference: BID/RFP document _____ Dated _____

The Financial Bid for the total per unit cost for the services required by the MPSEDC/CEO is given in the table below.

Item	Item Description	Est. Quantity	Total Unit Cost (in Rs) up to twodecimal places(exclusive of GST)	GST (in %)	Total unit cost (Inclusive of GST) Up to two decimal places	Total Amount
(A)	(B)	(C)	(D)	(E)	(F) = D+(DxE%)	(G) = (C) x (F)
1	Manufacture and Supply of holograms (as per specifications mentioned in RFP) including incidental cost/ other expenses	1,50,00,000				

L1, L2, L3 so on will be decided on the basis of information furnished in column 'G'

Signature of Authorized Signatory : _____

Name and Title of Signatory : _____

Name of Firm : _____

ANNEXURE III
Standard Contract Form
 Contract for EPIC card Hologram

This Manufacturing and Supply of Supply of EPIC Hologram Agreement is made at Madhya Pradesh State on this day ___/___2023

BETWEEN

Madhya Pradesh State Electronics Development Corporation Ltd. (on behalf of **CEO, Madhya Pradesh**) having its address at State IT Centre, 47-A, Arera Hills, Bhopal 462011 M.P. (herein referred to as "**MPSEDC**", which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the FIRST PART

AND

..... having its registered office at (hereinafter called "**the Supplier**") which expression shall unless repugnant to the context thereof include his successors, heirs, assigns, of the OTHER PART.

Purchaser and **Supplier** are collectively referred to as the "**Parties**" or individually referred to as a "**Party**" as the context may require.

WHEREAS, the MPSEDC on behalf of the CEO, Madhya Pradesh had invited bids for certain Services, viz., "RFP for EPIC HOLOGRAM PROVIDER" vide their bid document number dated

AND WHEREAS, various applications were received pursuant to the said bid.

AND WHEREAS, the bid **inviting agency** has accepted the said Bid by the Supplier for the supply of those Services as per the following rates exclusive of all statutory taxes (hereinafter "**the Contract Price**").

AND WHEREAS, vide a Letter of Intent dated, the Purchaser agreed to place an order for 'EPIC HOLOGRAM PROVIDER' as per the rates given below:

Item	Unit Rate in INR (in figures)	Unit Rate in INR (in words)
EPIC Hologram Manufacturing and Supply		
Manufacture and supply of holograms (as per specifications mentioned in RFP) including incidental cost/ other expenses		

And in pursuance of having accepted the said bid, the Parties have agreed to enter into this Agreement. The Parties understand that all the conditions of the RFP, its amendments, and clarifications issued, including those on the allocation of volume, will be binding on both parties.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- In this Agreement words and expressions shall have the same meanings as are respectively

assigned to them in the RFP.

- The following documents (collectively referred to as "Contract Documents") shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) RFP for EPIC HOLOGRAM PROVIDER
 - b) Performance Security Bank Guarantee Bond
 - c) Acceptance letter of the bidder dated
 - d) Duly signed notification of Award dated
 - e) Amendments and clarifications issued
- The following Appendices: *[Note: If this Appendix is not used, the words "NotUsed" should be inserted below next to the title of the Appendix,]:*
 - a) Form of Performance Bank Guarantee Bond
- The mutual rights and obligations of the Purchaser and the Supplier shall be as set forth in the Contract, in particular:
 - a) the Supplier shall carry out the Services in accordance with the provisions of the Contract; and
 - b) the supplier shall receive payment in accordance with the provisions of the Contract.
- The total estimated quantity of Volume Allocation of EPIC HOLOGRAM PROVIDER as per the RFP is 1.50 crore (one crore fifty lakh only). However, the supplier understands that the quantity for the supplier may differ from the estimated quality.
- After the supply of the 1.50 crore Holograms, in case more Holograms are required by the MPSEDC/CEO, MP, the supplier agrees to further provide up to 50% Holograms out of the estimated quantity mentioned in the RFP.
- The Supplier has already submitted a Contract Performance Guarantee amounting to 03% of the work order value which would be valid for six months beyond the three years of the contract period.
- The services shall be carried out at the site/premises in India as agreed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For/on behalf of MPSEDC Ltd.

[Authorized Representative]

For/ on behalf of *[name of Supplier]*

M/s
[Name & position] Authorized Representative]

Annexure IV

GRIEVANCE HANDLING PROCEDURE DURING CONTRACT PERIOD (APPEALS)

As per the provisions of Procurement Act and Rules of the Madhya Pradesh State.

GOVERNING LAW AND DISPUTE RESOLUTION

vii) This Agreement shall, in all respects, be governed by, and construed in Bhopal in accordance with the laws of India.

Any dispute of whatever nature, which arises out of, in relation to, or otherwise connected with:

- a) The interpretation or effect of;
 - b) The validity, enforceability, or rectification of;
 - c) The respective rights or obligations of the Parties; and/or
 - d) A breach or the termination or cancellation of this agreement;
- shall be dealt with in accordance with succeeding provisions of this Clause.

viii) All disputes shall at first instance be resolved through good faith negotiations, which negotiations shall begin promptly after a party has delivered to the other Party a request for such consultation.

ix) If the Parties are unable to resolve the Dispute in question within thirty days of the commencement of negotiations, then the Dispute shall, unless the Parties otherwise agree in writing, be referred to arbitration in accordance with the provisions as per MP Madhyastham Adhikaran Act, 1983 and the amendments thereto

x) The venue for arbitration shall be Bhopal, India and the language used in the arbitral proceedings shall be English.

xi) The Parties shall continue to perform their respective obligations under this Agreement, despite the continuance of the arbitration proceedings, except for the disputed part under arbitration.

Annexure V: PRE-BID QUERIES FORMAT {to be filled by the bidder}

Name of the Company/Firm: _____

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

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

Company/Firm Contacts:

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

Query(ies) / Clarification(s) Sought:

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

Note:-

1. Queries must be strictly submitted only in the above prescribed format (.XLS/ .XLSX/ .DOC/ .DOCX) in virus-free file. Queries not submitted in the prescribed format will not be considered/ responded to at all by the Procurement Entity.
2. Prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding document shall be emailed to marketing@mpsdc.com and not to be uploaded on the e-Tender website. In case the soft copy of the duly filled-in Pre-Bid query format, is uploaded on the e-Tender website then it would not be entertained and processed.
3. The Bidders can submit their queries on or before the scheduled last date after the Pre-Bid Meeting to be held along with softcopy, which can be emailed to with a subject line of "Rate Contract for Production and Supply of Holograms for PVC Electors Photo Identity Cards (EPIC) for the State of Madhya Pradesh as per the guidelines of the Election Commission of India".

Annexure VI: Affidavit

(To be submitted along with technical proposal)

(To be given by the Bidder on a Stamp Paper of Rs.1000/-).

I, _____ S/o, resident of the _____, (insert designation) of the _____ (insert name of the Bidder), do solemnly affirm and state as under:

1. That I am the authorized signatory of _____ (insert name of company) (hereinafter referred to as "Bidder") and I am duly authorized by the company/ firm to swear and depose this Affidavit on behalf of the Bidder.
2. That I have submitted information with respect to our eligibility for Madhya Pradesh State Electronics Development Corporation (MPSEDC) Ltd. _____ (insert name of tender) (hereinafter referred to as "Project"), after going through the Request for Proposal ("RFP") Document and I further state that all the said information submitted by us is accurate, true and correct and is based on our records available with us.
3. That I hereby affirm to furnish any information, which may be requested and as may be deemed necessary by MPSEDC to verify our credentials/information provided by us under this tender.
4. That if at any point of time including the contract Period, in case MPSEDC requests any further/additional information regarding our financial and/or technical capabilities or any other relevant information, I shall promptly and immediately make available such information accurately and correctly to the satisfaction of MPSEDC.
5. That I fully acknowledge and understand that furnishing of any false or misleading information by us in our RFP shall entitle us to be disqualified from the tendering process for the said project. The costs and risks for such disqualification shall be entirely borne by us and our EMD would also be forfeited. Further, MPSEDC Ltd. at its discretion may also initiate criminal action against my firm in a court of Law.
6. I state that all the terms and conditions of the RFP Document have been duly complied with.

Date:

Place:

(Name & Signature)

Annexure VII: Project Details

A. Project Summary

S.No.	Item	Details		
	Number of Clients/ projects enclosed	1 or 2 or 3 clients		
1	Name of the Client 1		Contract Value (In Lakhs)	
2	Name of the Client 2		Contract Value (In Lakhs)	
3	Name of the Client 3		Contract Value (In Lakhs)	

B. Project Details (To be filled for each Project)

S.No.	Item	Details
1	Name of the project/Client	
2	Contract Value (In Lakhs) (ensure relevant proof has been enclosed)	
3	Mention the document enclosed as proof of client engagement i. Work Order/ Agreement ii. Client Certification	
4	Reference page number in the bid proposal	
5	No. of cumulative orders enclosed as proof of the project value	
6	Name, Title and address of the Client who can be contacted	

Note: Separate sheets may be attached wherever necessary.

Annexure VIII: Checklist for Technical Proposal

(The technical proposal should comprise the following basic requirements. The documents mentioned in this compliance sheet along with this form, need to be a part of the technical proposal). Bidders shall not submit a financial proposal (bid) along with the technical bid, or else the bid will be rejected. Financial bid shall be filled in the e-tendering portal under the 'Financial bid' section only.

#	Particulars	Document Submitted (Yes/No)	Reference Page no
1	Annexure I Financial Bid Covering Letter		
2	Annexure VI Affidavit		
3	Annexure VIII Checklist for Technical Proposal		
4	Eligibility related documents (submit the signed & scanned copy of)		
A	Company Registration Certificate		
B	Audited Balance Sheets along with CA Certificate (with UDIN) of the three financial years, 2020-21, 2021-22 and 2022-23		
C	Self-certificate of not being blacklisted by any Government entity.		
D	Copy of the Authentication Solution Providers Association (ASPA) membership certificate		
E	Copy of the International Hologram Manufacturers Association (IHMA) membership certificate		
F	Copy of the ISO 9001 certificate		
G	Copy of the TUV-ASPA (Formerly known as HOMAI) Hologram Security Standards certificate		
H	Work Orders, Work Completion Certificates, and other relevant documents along with project details as per Annexure VII		
5	Self-certification for the existence of manufacturing facilities like Master Origination Machine and others, as listed in the Pre-Qualification criteria.		

APPENDIX A

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 the issuing Bank

Ref.....

Bank Guarantee No.....

Date.....

To

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

Dear Sir,

1. In consideration of the MPSEDC Ltd., on behalf of the CEO Madhya Pradesh, (hereinafter referred to as the 'bid inviting agency and MPSEDC Ltd. referred to as 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 the issue of Notification of award No dated and the same having been acknowledged by the Supplier, resulting in a Contract, bearing No..... dated.....valued at.....for..... (Scope of Contract) and the Supplier has agreed to provide a Contract Performance Guarantee for the faithful Performance of the entire Contract not exceeding Rs (in words & figures).
2. We..... (Name and 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 Purchaser by reason of a 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 notwithstanding 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 extend 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 notwithstanding 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 a change in the constitution of the Bank or the Supplier(s)/Service Provider(s).
6. Notwithstanding anything contained hereinabove:
 - a. Our liability under this guarantee is restricted to Rs(in words & figures).
 - b. This Bank Guarantee will be valid up to ; 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.....2023 at.....

WITNESS

.....
(Signature)

.....
(Name)

.....
(Official Address)

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Attorney as per Power of Attorney No.....Dated.....

APPENDIX B

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is executed on _____ the day of _____ 2023 ("EffectiveDate"), by and between:

Madhya Pradesh State Electronics Development Corporation Ltd. (on behalf of **CEO, Madhya Pradesh**) having its address at State IT Centre, 47-A, Arera Hills, Bhopal 462011 M.P. (herein referred to as "**MPSEDC**", which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the FIRST PART

AND

....., a Company duly registered under the Companies Act 1956 / 2013, through its authorized representative [Name] holding the designation [Designation], having its registered office at [address], (hereinafter referred to as the "**Bidder**" which expression shall, unless repugnant to the context and meaning, include its successors, administrators, executors, attorneys, agents, and assigns) of the OTHER PART.

WHEREAS:

- A. The Bidder is desirous of bidding for Bid No..... covering "[RFP FOR SELECTION OF EPIC HOLOGRAM PROVIDER]" (hereinafter called the said 'RFP') issued by the Authority.
- B. The Bidder is aware and confirms that the Authority's business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media, and other information/documents made available by the Authority in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Authority.

NOW THEREFORE,

In consideration of the disclosure of confidential information, and in order to ensure the Authority's grant to the Bidder of specific access to the Authority's confidential information, property, information systems, network, databases, and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

- 1 The confidential information to be disclosed by the Authority shall include without limitation, any and all information in written, representational, electronic, verbal, or other forms, whether or not expressly marked as "Confidential", relating directly or indirectly to inventions, processes, products, methodologies, algorithms, risk matrices, thresholds, parameters, reports, data, models, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies, operating techniques, source codes, object codes, "know-how", drawings, designs, patents, copyright, trademarks, trade secrets, unpublished records and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Authority.
- 2 The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the Tendering process or otherwise, and the Bidder shall maintain strict confidentiality in respect of such Confidential Information, and in no event, the degree of confidentiality shall be less than the Bidder uses to protect its own confidential and proprietary information.
- 3 The Bidder agrees to indemnify the Authority against any and all losses, damages, claims, or expenses incurred or suffered by the Authority as a result of the Bidder's breach of this Agreement.

- 4 Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Bidder's personnel to be present on the premises of the Authority or may require the Bidder's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Authority while on or off premises of the Authority.
- 5 The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
- 6 The Bidder agrees that upon termination/expiry of this Agreement or at any time during its term, at the request of the Authority, the Bidder shall promptly deliver to the Authority the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
- 7 In the event that the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall notify the Authority within 24 hours and render best effort assistance to the Authority to enable the Authority to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the Authority.
- 8 The Bidder understands and acknowledges that any disclosure or misappropriation of any of the Confidential Information in violation of this Agreement may cause the Authority irreparable damage, the amount of which may be difficult to ascertain, and, therefore, agrees that the Authority shall have the right to apply to a court of competent jurisdiction for an order restraining any such further disclosure or misappropriation and for such other relief as the Authority shall deem appropriate. Such right of the Authority shall be in addition to Remedies otherwise available to the Authority at law or in equity.

For and on behalf of:
 For Authority
 (Authorised Signatory Office Seal:)

For Bidder
 (Authorised Signatory Office Seal:)

Name:
 Designation:
 Date:
 Place:

Name:
 Designation:
 Date:
 Place: