2022

TENDER DOCUMENT OFFICE OF THE CHIEF ELECTORAL OFFICER, MEGHALAYA, SHILLONG.

Bid Document for Rate Contract [Single Envelope] "To manufacture & supply of PVC EPICS along with Holographic Hot stamping" based on Open Competitive Bidding Process.

RFP No: FILE.No.EL/COMP/8/2012/PT.V/ Date: 20th May, 2022

Office of the Chief Electoral Officer, Meghalaya, Additional Secretariat, Near IGP Office, Shillong, Meghalaya-793001. Email: ceo meghalaya@eci.gov.in, ceomeghalaya@gmail.com, Contact: 0364-2211225, 9856008949, 9863143840 (From 11AM to 5PM)

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SECTION-I Part I (Invitation to Bid)

Office of the Chief Electoral Officer, Meghalaya, Additional Secretariat Building, Near IGP Office, Shillong, Meghalaya-793001.

NIB (Notice Inviting Bids)

RFP No: FILE.No.EL/COMP/8/2012/PT.V/ Date: 20th May, 2022

Bids are to be submitted in off-line in hard copies to the Chief Electoral Officer, Meghalaya, for selection of "Supply of PVC EPICS along with Holograms" for the item as listed below

SI	Name of Article	Specificati ons	Qty per annum	Estimated Procurem ent in 5 years	Tender Fees (in Rs.)	Amount of Bid Security/ EMD (in Rs.)	Bid Vali- dity	Place of Delivery
1	"To manufacture & supply of PVC EPICS along with Holographic Hot stamping"	As mentioned in the bid/ ECI guidelines	1,50,000 (approx)	7,50,000 (approx)	1,000	50,000	180 days	CEO Office, Meg- halaya, Shillong

- 1. Price and/or purchase preference as per Instructions to Bidder shall be admissible in the evaluation and award of Contract.
- 2. The bid is for a Rate Contract for short-listing of suppliers for the above-mentioned items.
- 3. The Bidder may enclose the specifications, catalogue, and other product characteristics offered. They shall also include details on their backup services offered, warranties, etc.
- 4. The complete Bidding Document, evaluation and qualification criteria and procedure, bidding forms, designs, specifications, delivery schedule, etc. can be seen and downloaded from the website http://ceomeghalaya.nic.in/
- 5. Bids, duly signed on all pages (as mentioned in the bid document) and serially numbered, should be

submitted off-line in hard copies to Office of the Chief Electoral Officer, Meghalaya, Additional Secretariat, Near IGP Office, Shillong, Meghalaya-793001.

- 6. The Tender Fee and Bid Security in the form of Demand Draft or Banker's cheque or Bank Guarantee shall be submitted personally or by post in sealed envelopes in hard copies, and should reach latest by <u>9th June 2022, upto 4.00 P.M</u>, to the Chief Electoral Officer, Meghalaya, Additional Secretariat, Near IGP Office, Shillong, Meghalaya-793001, bearing "To manufacture & supply of PVC EPICS along with Holographic Hot stamping" Bids received after the specified time and date shall not be accepted.
- 7. Bids to be opened on <u>10th June 2022, at 4.00 P.M.</u>
- 8. The procuring entity is not bound to accept the lowest Bid and may reject any or all Bids without assigning any reason thereof.
- 9. The vendor is expected to understand the directions issued by the ECI vide its letters No.23/EPIC Security/2021-ERS dated 05.10.2021, No.23/ID/2021-ERS dated 22.06.2021, No. 491/ECI/ LET/ FUNC/SVEEP-III/EPIC/ENVELOPE/2021 dated 14.10.2021, No.23/ID/2021-ERS dated 17.01.2022, No.23/EPIC Security/2021-ERS dated 18.01.2022 and No.23/EPIC Security/2021-ERS dated 19.05.2022.

Sd/-Chief Electoral Officer, Meghalaya, Additional Secretariat,

Near IGP Office, Shillong, Meghalaya-793001.

Part-II (Introduction)

In an effort to prevent electoral fraud, EPICs or Elector's Photo Identity Card were introduced by the **Election Commission of India in the year 1993**.

ECI has decided that the agency "To manufacture & supply of PVC EPICS along with Holographic Hot stamping" will be shortlisted with CEO and the award of contract, execution of contract, issuance of procurement orders and sanction of payments will be managed by CEO office of the states.

This "Request for Proposal (RFP)" document is therefore intended to invite bids from reputed and reliable companies for undertaking the work of "To manufacture & supply of PVC EPICS along with Holographic Hot stamping".

It will be imperative for each Bidder(s) to familiarize itself/themselves with the prevailing legal situations for the executing of contract. This Department shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever including those of financial adjustments to the contract awarded under this tender will be entertained. Neither any time extension nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.

The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.

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

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

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

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 or provides the Services to the Purchaser under the Contract.

(d) "Instructions to Bidder" (Section II of the RFP) means the document which provides interested Bidder with all information required to prepare their bids. This document also details out the eligibility criteria and process for the selection of the suppliers.

(e) "Service Provider" means the Bidder that has been selected by the Purchaser for execution of the services.

(f) Bid inviting agency means Chief Electoral Officer (CEO), Meghalaya, which is inviting bid/RFP and finalizing agency.

(g) "Purchaser/procuring entity" means, "Chief Electoral Officer(CEO), Meghalaya" (CEO) with which the selected Bidder signs the Contract for the Services and will provide services to the same.

(h) "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).

(i) "Standard Contract" means the RFP which provides the standard contract agreement to be signed between the Purchaser and the selected Service Provider.

(j) "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.

(k) "Sub-Contractor" means any person or persons or firm/company or their legal representatives, successors, assignees to which part of contract has been sublet by the successful bidder.

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

2. Procedure for Submission of Bids

Submission of Bids should be done in hard copies in an off-line, at the address "Office of the Chief Electoral Officer, Meghalaya, Additional Secretariat, Near IGP Office, Shillong, Meghalaya-793001.

3. General

i) All the provisions listed out in the Request for Proposal (RFP) issued by the CEO, Meghalaya shall be binding upon the participating Bidder of this RFP.

ii) CEO, Meghalaya will select Suppliers, in accordance with the method of selection as mentioned in RFP.

iii) The detailed scope of the assignment/job has been described in the Scope of Work, the date and time and address for submission of the bid have been given in Data Sheet.

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 Bidder.

3.1 Only one Bid: A Bidder shall submit only one 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: 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

i) Bidder may request a clarification in the RFP document up to the number of days indicated in '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, 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. The addendum/corrigendum issued shall be binding on all Bidder.

5A. Preparation of Financial bid

i) The preparation of the Financial Bid as well as all related correspondence exchanged by the Bidder and the Purchaser shall be in English.

ii) The Financial Bid shall be prepared in accordance with the mentioned instructions. 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. The Financial Proposal/Commercial bid to be provided along with tender document(s).

5B. Taxes

i) The Bidder may be subject to taxes, such as, but not limited to GST, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. Bidder shall mention all such taxes in quoted cost in the financial bid separately as per the format provided.

ii) Bidder shall provide the price of their services in Indian Rupees and up to two decimal places only (for example:Rs.00.00). The Service Provider shall be entirely responsible for all taxes, duties, octroi, license fees, and demurrage charges etc., incurred of the contracted Services to the Purchaser. If there is any reduction or increase in duties and taxes due to any reason whatsoever after submission of Bid by the Bidder, the same shall be passed onto the Purchaser. Bidder shall provide the cost of the service sand all applicable taxes separately as per the format provided in the RFP.

5C. Earnest Money Deposit (EMD)

i) An EMD of the value as specified in the 'Data Sheet' may be deposited in the form of Banker's Cheque/ Demand Draft/ Bank Guarantee, in favour of "Chief Electoral Officer, Meghalaya, Shillong"

ii) EMD in the form of Bank Guarantee will also be accepted from any of the commercial banks. The Bank Guarantee may be addressed to the "CEO Meghalaya, Additional Secretariat, Near IGP Office, Shillong, Meghalaya-793001. The Bank Guarantee should be valid for 45 days beyond bid validly period from the last date of submission of the bids hard copy and reach the address as per the specified date and time.

iii) Bids not accompanied by EMD shall be rejected as non-responsive.

iv) The EMD of the unsuccessful Bidder would be returned within 30 days of signing of the contract with the successful bidder.

v) No interest shall be payable by the Purchaser for the sum deposited as Earnest Money Deposit.

vi) Non-compliance of given clauses by successful bidder shall constitute sufficient grounds for the annulment of award and forfeiture of EMD. CEO, Meghalaya through a written notice to the other Party, may declare this contract to be null and void. Purchaser may award the contract to next ranked bidder or may publish new RFP.

5D. Forfeiture of EMD

The entire EMD shall be forfeited by the Purchaser in the following events:

i) If 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 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).

5E. Tender Fees

The Bid Document Fee or tender fee in the form of Demand Draft or Banker's cheque or Bank Guarantee shall be submitted in sealed envelopes up to 4.00PM on 7th June 2022 to the CEO Meghalaya, Additional Secretariat, Near IGP Office, Shillong, Meghalaya-793001.

6A. Performance Security

i) The selected Bidder shall be required to furnish a Performance Security equivalent to 10% 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 or FDR from a scheduled commercial bank in India in favour of Chief Electoral Officer, Meghalaya for the entire period of contract with additional 90 days claim period.

ii) Empaneled Service provider shall have to submit additional PBG @ 10 per cent 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 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.

On submission of this Performance Security and after signing of the contract, the FDR/bank guarantee submitted towards EMD would be returned in original.

6B. Submission Receipt and of Bids

i) An authorized representative of the Bidder shall initial/sign all pages of the original Financial Bid for submission. The authorization shall be in the form of a written power of attorney or board resolution in the name of the authorized signatory. Bid demonstrating that the representative has been duly authorized to sign.ii) For instructions on bid preparation and checklist of documents required for bid submission.

iii) Bids be submitted 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.

7. 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 award of 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.

8. Public Opening and Evaluation of Financial Bids

i) Bids shall be opened on the date & time specified as notified by the Chief Electoral Officer, Meghalaya, on the portal http://ceomeghalaya.nic.in/

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), unit cost will be considered as final number and also in case of discrepancy between words and figures, words will be considered as final figure.

9. Disqualification

Purchaser has the sole discretion to disqualify any applicant and at any time during the evaluation of application, if the applicant:

i) Submitted the application after the response deadline.

ii) Made misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements.

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.

iv) Submitted an application that is not accompanied by required documentation or is non-responsive.

v) Failed to provide clarifications related thereto, when sought.

vi) Submitted more than one application either as a Single Agency/ Prime Agency/ Consortium member.

10. Award of Contract

i) Bids will be opened and to identify/prepare the qualified/lowest bidders L1, L2, L2, etc.

ii) The lowest rate L1, received from a bidder will be treated as the "Discovered Rate".

iii) Once the L1 bidder is identified, the bidder at L2 will be given first rights to match the L1 rate in order to receive an order for carrying out the services. If only two Bidders are finally qualified and L2 refuses to match his rates with L1, then PE may give entire work order to L1.

iv) If the L2 refuses to match the L1 rate, L3 will be given an opportunity and so on. In the interest of time, the Bidder from L2 to the highest (as the case may be) will be asked to match the Discovered Rate and expected to give their commitment within 24 hours.

v) The Election department reserves the right to call for a second bid process to select a total of two firms for the execution of the project.

vi) If only one bidder qualifies, then the Election Department will have the right to select the single qualified bidder or cancel the RFP. If the Election department decides to continue with a single qualified bidder, the entire volume may be allocated to the single qualified bidder for the contract period.

vii) The Election department reserves the right to call for a second bid process to select a total of two firms for the execution of the project.

11. Termination of Contract

Notwithstanding the duration of the contract/ allocation of volume of work, the termination of the Contract is subject to the terms and conditions as stipulated in the RFP.

Part II (Data Sheet)

1. Data Sheet

		"PVC EPICS along with Holographic Hot stamping"
	Bid submission address	Chief Electoral Officer, Meghalaya, Additional Secretariat Building, Near
1		IGP Office, Shillong, Meghalaya-793001 (The Hard Copy of original
		instruments in respect of earnest money and samples must be delivered to
		the above address on or before last date & time of bid submission)
		"Chief Electoral Officer, Meghalaya, Additional Secretariat Building,
2	Place of delivery	Near IGP Office, Shillong, Meghalaya-793001.
3	Validity period of Bid	Bids must remain valid for 180 days after the closing date of bid.
		The contract shall be in force for 5 years or till the time the allocated
4	Tenure of Contract	volume of work is completed satisfactorily, whichever is earlier, subject
4	Tenure of Contract	to adherence to time lines/time frame and as per the terms and conditions
		of RFP.
		The contract may be extended by a period of one year or part thereof at
5.	Extension of Contract	the same rate, terms & conditions, subject to satisfactory performance by
		the Bidder.
		Clarifications may be requested not later than the date defined in the
		Schedule. Clarifications may be emailed (only) to the following address:
6.	Pre-Bid queries	ceo_meghalaya@eci.gov.in.
		All email must have Pre-Bid queries: "PVC EPICS along with
		Holographic Hot stamping" as subject.
7.	EMD	Rs.50,000/-
	Tender Fee	Rs.1,000/-
	Performance Bank	100/ of the contract value
	Guarantee	10% of the contract value
	Method of Selection	Determined through bidding process
	Award of Contract	Contract will be signed and executed by CEO, Meghalaya.

2. RFP Schedule

Sl	Activity	Date
1	Date of issue of the RFP	20 th May 2022
2	Last date for submission of written queries (Through email only) for clarification on Bid document	27 th May 2022, upto 4.00 P.M.
3	Date of issue of clarifications (through email only)	By 2 nd June 2022
4	Bid submission Start Date	30 th May 2022, from 11.00 A.M.
5	Last Date of submission of Bids	9 th June 2022, upto 4.00 P.M.
6	Last date of submission of Hard Copy of EMD	9 th June 2022, upto 4.00 P.M.
7	Opening of Bids	10 th June 2022, at 4.00 P.M.

PART-III : ELIGIBILITY CRITERIA

1. Qualification Criteria:

Evaluation of qualification criteria will be as per the information/response provided by the Bidder criteria along with the relevant supporting documents.

Important: Those service providers who do not possess Qualification Criteria will not be considered

TABLE 1: CRITERIA FOR QUALIFICATION

1	Name of Bidder	
2	Mailing Address	
3	Contact Number	
4	E-Mail address	
5	Name and designation of the person authorized to make commitments to CEO (Certificate of Authority to be provided)	
6	Year of establishment of firm	
7	Other financial activities of the firm/company	
8	Manufacturer/ Consortium of bidders will be eligible	
9	Trading License applicable in area of operation	

Qualification Criteria stipulation

Sl	Qualification Criteria	Supporting Documents	Compliance (Yes/No)
	Commons an electron d'in In die um den the	Certificate of Incorporation /	
1	Company registered in India under the	Registration in the name of the	
1	Companies Act 1956/Companies act,	bidder valid as on the date of bid	
	2013.	submission	
		Certified copies of audited	
		Financial statements & annual	
		report for three financial years	
		i.e. (2018-2019, 2019-2020 and	
	The Bidder's Average Annual Turnover	2020-2021). In case revenues	
	of at least Rs.2 crores from Security	from Security holographic hot	
	Holographic hot stamping foil for	stamping foil for stamping on	
2	stamping on PVC card within India only,	PVC card within India only are	
	during the previous three Financial years	not separately mentioned in the	
	(2018-2019, 2019-2020 and 2020-2021)	financial statement, a Certificate	
		to the effect from the bidder's	
		statutory auditor or Company	
		Secretary of the firm is required	
		to be furnished.	
	Experience -Bidder should have had the	Certificate from CA to be	
	experience of any kind manufacturing of	attached, confirming the same	
3	PVC Cards with security features of work	along with the work order/	
	orders equal to 3 completed work orders	completion certificate from the	
	of at least Rs.2 crores.	client.	
4	Financial Annual turnover of the Bidder	Audited Balance Sheet of last 3	
	during the preceding 3 financial years	years CA certificate with	
	should be at least INR 2 crores from the	registration number and seal	
	business of printing PVC cards with		
	security features for Government, PSU,		
	Banks, FIs, etc. in India.		
5	Financial Net Worth as on 31.03.21 should	CA certificate with registration	
	be positive	number/ seal	
6	Mandatory undertakings:	1)not be insolvent, bankrupt etc.	
		2)not have their directors being	
		convicted of any criminal offence	

		3)not have any conflict of interest in	
		the procurement comply with the	
		code of integrity	
		4)not have been blacklisted by any	
		Government agency.	
		5)not sublet the contract	
		6)have submitted only one bid (a	
		self-certified letter as per Self	
		Declaration)	
		7)Not have any political affiliation	
		with any political party	
7	Bidder should have the facility and	Self-certification duly signed by	
	experience of printing with variable data	authorized signatory. However	
	and Hologram Hot stamping	the same shall be inspected by	
		CEO's office before final	
		selection.	
8	Availability of local office	Availability of local office in	
		Shillong, with local trading	
		license, is a preference.	
9	GST registration and clearance Bidder	Copies of GST registration, last	
	should have GST where his business is	GST return filed, TIN	
	located. Should have TIN (income tax)	registration and PAN.	
	/PAN number		
10	Should have filed income tax returns for	Certified copies of the ITRs filed	
	the three financial years (2018-2019,	by the entity for the immediately	
	2019-2020 & 2020¬2021)	preceding three financial years	
		i.e. (2018-19, 2019-20 & 2020-	
		21)	
11	The bidder must have successfully	Certificate of work completed	
	completed PVC card with security features	with date (for ongoing projects:	
	printing projects within India during the	part completion certificates will	
	last 5 years awarded by Government /	be accepted)	
	PSU / banks	1 /	

Slabs of Yearly qty. of Supply:

Slab Category	Yearly qty. of Supply	Amount to be quoted (Rs.)
Ι	10,000 - 1,00,000	
II	1,00,001 - 3,00,000	
III	3,00,001 - 5,00,000	

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

S1	Plant & Machineries
1	Master Origination Machine
2	Electro forming 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 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. Bidder must submit the presentation and video detailing the facilities (in-line with ECI requirements) of the proposed location(s) with the bid.

2. CEO reserves the right to visit the Bidder's premises and include the same for evaluation.

3. Discrepancy between stated capacity/capabilities and site verification shall result in immediate disqualification.

PART IV (SELECTION PROCESS)

EVALUATION OF PROPOSALS: The evaluation of the proposal will be done in following parts:
 i) Preliminary Scrutiny: Each proposal will be scrutinized by a Screening Committee of CEO, Meghalaya 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) Qualification: Bids will have to meet the minimum qualifying criteria.

2. SELECTION OF FIRMS:

a) Bids will be opened and to identify/prepare the qualified/lowest bidders L1, L2, L2, etc

b) The lowest rate L1, received from a bidder will be treated as the "Discovered Rate".

c) Once the L1 bidder is identified, the bidder at L2 will be given first rights to match the L1 rate in order to receive an order for carrying out the services, along with the L1. However, it will be the discretion of the PE to decide whether to allot work to L2 or not. If only two Bidder are finally qualified and L2 refuses to match his rates with L1, then PE may give entire work order to L1.

d) If the L2 refuses to match the L1 rate, L3 will be given an opportunity and so on. In the interest of time, the Bidder from L2 to the highest (as the case maybe) will be asked to match the Discovered Rate and expected to give their commitment within 24 hours.

e) If only one bidder qualifies for financial evaluation, then the Election Department will have the right to select the single qualified bidder or cancel the RFP. If the Election department decides to continue with a single qualified bidder, the entire volume may be allocated to the single qualified bidder for the contract period.

f) The Election department reserves the right to call for a second bid process to select a total of two firms for the execution of the project.

Part V : INSTRUCTIONS ON BID PREPARATION AND DOCUMENTS

1. Bids Submission Process

i) The bid shall be submitted off-line in hard copies.

ii) The bid shall be submitted with all required documents

iii) All the pages of 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 prescribed format.

vi) The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

v) Original Instruments for EMD (as per Bank Guarantee Format in Appendix) must be submitted on or before the last date of submission of Bids to the address, date and time as mentioned in the Data Sheet.

2. FINANCIAL BID FORMS

a). The bidder shall quote "Cost per unit EPIC Card Hologram and all other applicable charges incidental to the service" as per the Scope of Work given. However, the taxes shall be excluded from the cost for the purpose of evaluation. Taxes should be mentioned separately in the financial bid format provided in the RFP.

b). Bidder must quote only one cost. Cost shall be provided upto two decimal places.

c). Bidder shall also separately mention all the statutory taxes, levies, duties, etc.

3. FINANCIAL BID ENVELOPE

The Bidder shall submit the Financial Bid envelope, with caption "To manufacture & supply of PVC EPICS along with Holographic Hot stamping".

4. FINANCIAL BID

The Bidder shall submit the Financial Bid Form as given in Annexure-2 along with 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 of PVC EPICS along with Holographic Hot stamping Foil (Silver Foil) as per the PVC EPICS/ Holographic features prescribed by Election Commission of India (ECI). The bidder shall NOT outsource hologram masterwork (or any other intermediate process) to any other organization, and must have complete in-house infrastructure to manufacture EPIC hologram as per the specifications as mentioned below.

Sl	Area	Requirement	
1	Holographic	Indicative list of high security anti-counterfeiting holographic features are:	
	Features	Overt:	
		•Motion Effects	
		•Multi-channel Effects	
		•True Color Effects	
		•Gradient Effects Covert:	
		•Micro Security Features	
		•CLR based Effects Forensic:	
		Nano Security Features	
		Note: Selected bidder will be required to provide 5 sample designs in	
		consultation with CEO based on aforesaid (or other better)	
		Features for finalization by CEO.	
2	Hologram Size	Hologram size (before stamping):20mmx15mm	
		Job size or die size (after stamping): 16mmx12mm	
3	Hologram Type	The security hologram must be suitable for hot stamping on EPIC card. It	
		should be as per the design, approved and finalized by ECI.	
4	Film Type	Vacuum metalized 19 to 23 micron polyester film of Silver shade to be used.	
5	Adhesive	Thermo Plastic polymer based adhesive to be used.	
6	Hologram color	Silver Foil to be used	
7	Numbering	Each hologram has to be serially numbered to ensure proper accountability	
		of the holographic hot stamping foil (numbering must not vanish by rubbing	
		fingers upon it).Numbering may be on the holographic hot stamping foil	
		over the holographic design or on the foil. However, upon hot stamping it	
		must not get transferred on to the card.	

Each order delivery should be accompanied by a "quality test report from a Govt. Lab" based on the following tests:

A) Chemical:

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

B)Physical Checks:

Sl	Agent	Test Procedure
1	Image Quality	Check visually for the Brightness, visible defects/spots.
2	Flakes	The stamped image should be free from flakes along the sides of the
		hot stamping area.
3	Smudge Test	Brisklyrubtheimagewithyourfingerabout10to12times&checkvisually
		foranydeterioration to the image.
4	Tape Test	Apply 3M 810 Scotch tape (Magic Tape), on the sample & pull it
		abruptly in a single jerk at 25° angle to check visually for any residue
		on the Tape. The sample should withstand tape test without peel-off.
5	Effect of Humidity	Exposing the card to 27° Cat 65% RH for 18 hrs in a Humidity
		Chamber.
6	Effect after exposing the	Expose the card to 50°C & 80% RH for 18 hours in a humidity
	card to 50°C & 80%RH	chamber & check visually for any deterioration to the image after
	for 18 hours	rubbing the surface with tissue paper.

Delivery Schedule

I). Turn Around Time (TAT) to deliver PVC EPICS/Holograms to CEO Office, Shillong, and delivery time to be scheduled by CEO Meghalaya.

II). Selected Bidder hall maintain a minimum Hologram inventory at any point of time as prescribed by CEO from time to time.

III). Hologram Supplier should submit documentary evidences on delivery along with details like date, time, location, quantity of delivery etc. to CEOs.

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

- Delay up to one day beyond the prescribed delivery period: 2.5%.
- Delay exceeding one day but not exceeding 3days beyond the prescribed period: 5.0%.
- Delay exceeding 3days but not exceeding three four days beyond the prescribed period: 7.5%.
- Delay exceeding four days of the prescribed period: 10%.
- Fraction of a day in the reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- The maximum amount of liquidated damages shall be 10% of the contract value.
- If the supplier requires an extension of time in completion of contractual supply on account of the occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order for the same immediately on the occurrence of the hindrance but not after the stipulated date of completion of supply.
- The delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

SECURITY OF DATA

a) Ensuring Security of electronic data provided by the ECI/CEO/DEO 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 up dated periodically as per requirement and at all times.

Information Security Guidelines

Information security guidelines applicable to Service Provider 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 has been categorized as below:

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

Part II SERVICE LEVEL AGREEMENT

1. Commencement of Work:

• Successful Bidder should be ready for manufacturing and supply of ECI holographic hot stamping foils to CEO, Meghalaya within 30 days of signing of the contract. In-case of failure tostartworkin30days, CEO may choose to terminate the contract and PBG can be forfeited.

• In exceptional case, CEO, Meghalaya may consider to extend the timeline of start of work beyond 30days.

2. Operational SLA:

The Selected bidder shall guarantee the quality and life of hologram for a period of twelvemonths 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.

Sl	Incidence	Penalty
1.	More than 3 incidences in a month	1% of the total order quantity
2.	More than 5 incidences in a month	2% of the total order quantity
3.	More than 10 incidences in a month	5% of the total order quantity
4.	More than 20 incidences in a month	10% of the total order quantity
5.	More than 50 incidences in a month	Shall be disqualified for Hologram manufacturing

Here incidences means quantity is rejected or quality defects that is found or detected by CEO Meghalaya.

Note: In case of any dispute, the stand of CEO Meghalaya shall be final and binding to the service provider. Note: SLA penalties, if any, shall be deducted on quarterly basis.

SECTIONS IV GENERAL AND SPECIAL CONDITIONS OF CONTRACT

1.General Conditions of Contract

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(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 Clause 6 of GC, subject to such additions and adjustments thereto or deductions there from, as maybe 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 Government of Meghalaya.

(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 thereof.

(k) "SC" means the Special Conditions of Contract (Part-II of Section IV) by which the GC may be amended or supplemented.

(1) "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 application for enrollment.

(o) "ECI" means Election Commission of India.

(p) "CEO" means Chief Electoral Officer, Meghalaya

(q) "In writing" means communication in written form with proof of receipt.

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 here under.

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

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.

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

1.6 Location

CEO office, Meghalaya, Shillong

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

(a)The Supplier and their Personnel shall pay all such direct and in direct taxes, duties, fees and other impositions levied under the Applicable Laws of India.

(b)The Bidder may be subject to taxes, such as, but not limited to GST, Service tax, duties, fees, levies etc. on amounts payable by the Purchaser under the Contract. The quoted cost in the financial bid shall be exclusive of all such taxes. Such taxes shall be quoted separately.

(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 onto the Purchaser/SP as the case may be.

1.9 Fraud and Corruption:

1.9.1 Measures to be taken by the Purchaser

(a) The Purchaser may terminate the contract forthwith.

(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

In this Contract unless a contrary intention is evident:

(a) the clause headings are for convenient reference only and do not form part of this Contract;

(b) unless otherwise specified, a reference to a clause number is a reference to all of its sub-clauses;

(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;

(d) a word in the singular includes the plural and a word in the plural includes the singular;

(e) a word importing a gender includes any other gender;

(f) a reference to a person includes a partnership and a body corporate;

(g) reference to legislation includes legislation repealing, replacing or amending that legislation;

(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;

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 with in 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 next lowest bidder.

2.2.2 Termination of Contract subject to necessary approvals

Notwithstanding the duration of the contract stated in GC 2.4, CEO, Meghalaya, reserves the right to terminate the contract at anytime without prejudice or liability.

2.3 Commencement of Services

The Supplier shall begin carrying out the Services within 30 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 maybe extended by a period of one 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 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

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.

b) In cases of substantial modifications or variations, required by the Supplier, the prior written consent of the Purchaser is required.

2.7 Force Majeure

2.7.1 Definition

a)For the purposes of this Contract, "Force Majeure" means an event which 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 here under 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

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.

c) Force Majeure shall not include in sufficiency of funds or in ability to make any payment required hereunder.

2.7.2 No Breach of Contract

(a) 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 in so far as such in ability 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 alternativemeasuresinordertocarryoutthetermsandconditionsofthisContract, and

(b) Has informed the other Party as soon as possible about the occurrence of such an event.

2.7.3 Measures to be taken

a) A Party affected by an event of Force Majeure shall 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. 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.

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.

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:

(i) immobilize ;or

(ii) Continue with the Services to the extent possible, in which case the Supplier shall continue to be paid proportionately and on pro-data basis, under the terms of this Contract.

(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.

2.8 Suspension

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.

2.9 Termination

2.9.1 Termination

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 bid document/RFP.

(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

ii. If the Service Provider fails to perform any other obligation(s) under the contract."

(b)If the Service Provider becomes insolvent or go 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 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 CEOs or disqualified for any reason.

(i) If the Service Provider fails to fulfill its obligations under Contract agreement.

(j) If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings.

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

(i)Sub-contracting of work/services

(ii)Provided incorrect information to CEO.

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

(1) "If the Service Provider discloses any confidential information during its engagement with CEO, CEO 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 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 relevant Clauses, 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.

2.9.4 Payment upon Termination

Upon termination of this Contract, the supplier shall be entitled/not entitled to payments as per the following:

(a) If the Contract is terminated pursuant to Clause 2.7,SP will be entitled to remuneration for Services satisfactorily performed prior to the effective date of termination;

If the agreement is terminated pursuant of Clause 2.9 the Supplier shall not be entitled to receive any agreed payments upon termination of the contract.

2.9.5 Extension of Contract

The contract may be extended by a period of one year or part thereof at the same rate, terms & conditions, subject to satisfactory performance by the bidder and acceptance of both the parties.

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 Prohibition of Conflicting Activities

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 the munder this Contract.

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 CEO, other than required for discharge of services.

c) The Supplier shall not give access to the information or data collected and received from 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 ECI/CEO.

3.3 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 CEO in the course of the Services, nor shall the Supplier and the Personnel make public there commendations formulated in the course of, or as a result of, the Services. Breach of the obligation of confidentiality may invite legal action.

3.4 Accounting, Inspection and Auditing

a) The Supplier shall:

(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 there of, and

(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.

b) The Purchaser shall have the right to carryout inspection checks, audits of the Supplier's premises and/or locations, facilities, or point of delivery of services performed under this contract.

c) The Purchaser shall have the right to carryout scheduled/ un-scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the Supplier.

If a third party audit is conducted at the instance of SP, the cost of audit will be borne by the SP

3.5 Sub-contracting

The Supplier shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract.

3.6 Reporting Obligations

The Supplier shall submit to the Purchaser the reports and documents as specified by ECI/CEOs time to time.

3.7 Rights of Use

All rights of use of any process, product, service, or data developed, generated, or collected, received from 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 of the Purchaser or its nominated agencies.

3.8 Safety & Security of Data, Premises, Location/ site

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.

- 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.
- 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.
- c. The SP shall follow the Security Guidelines issued by ECI/CEO.
- d. Data Retention period shall be defined and reviewed for adequacy at least every three months jointly by the Purchaser and the SP.

- e. Certificate of 'Data deletion' to be provided by the SP, at the time of raising periodic bills.
- f. The SP would be governed by the provisions of the Law of the Land.
- g. The Purchaser reserves the right to carryout third party Audits of the SP to ensure compliance of stated and implicit requirements.
- h. The rogue behavior of the employees of SP shall fall under the 'Unlimited liability' to the SP

3.9 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.

3.10 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.

3.11 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 shall employ and provide such qualified and experienced Personnel as are required to carryout the Services

4.2 Project Manager

If required by the Purchaser, the Supplier shall ensure that at all times during the Supplier's performance of the Services a Project Manager, acceptable to the Purchaser, shall take charge of the performance of such Services

5. OBLIGATIONS OF THE PURCHASER

5.1 Assistance and exemptions

Unless otherwise specified in the SC, the Purchaser shall use its best efforts to ensure that the Government shall:

(a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary orappropriate inits opinion for the prompt and effective implementation of the Services.

(b) Provide to the Supplier and Personnel any such other assistance as may be required in its opinion specified in the SC.

5.2 Change in the applicable Law related to Taxes and Duties

a) The supplier and their Personnel shall pay taxes, duties, fees, and other impositions levied under the Applicable Laws of India.

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 what so ever, after Notification of Award, the same shall be passed on to the Purchaser.

5.3 Services, Facilities and Property of the Purchaser

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.

6. PAYMENTS TO THE SUPPLIER

6.1 Payment for Services

(a) CEO 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.

(b) The amount payable shall be finalized after taking in to account the Penalties, SLAs, Dues and Exemptions, if any applicable.

(c) The payment due will be calculated on actual utilization of holograms, for invoice duration, duly certified by PSP.

(d) The Purchaser shall make the payment within 45 days of receiving the invoice from the SP, subject to reconciliation process.

6.2 Currency of Payment

All payments shall be made in Indian Rupees

6.3 Terms of Payments

The payments in respect of the Services shall be made as follows:

(a) The SP shall submit invoice for payment when the payment is due as per agreed terms on 'Calendar month basis'. The payment shall be released as per the work-related milestones achieved".

(b) The invoices submitted by the SP and the respective SLAs to be imposed thereon, if any, will be processed and verified by CEOs/or any of its agencies, so authorized by it from time to time.

(c) All payments under this Contract shall be made to the accounts of the SP specified in the SC.

(d) In the event of any wrong payment to SP, the difference shall be adjusted in the subsequent payments.

(e) In case of early termination of the contract, the payment shall be made to the SP as mentioned herewith:

(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.

(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.

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 inaccordancewiththerelevantClauseaspertheArbitration&Conciliation(Amendment)Act,2015 as amended from time to time, to be decided by a sole arbitrator. The authority to appoint the arbitrator shall be the CEO.

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, relevant clause under Arbitration and Conciliation (Amendment) Act,2015 shall become applicable.

9. LIQUIDATED DAMAGES

9.1 Limitation

(i) 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

The SP shall comply with the provisions of the contract/terms and conditions of RFP.

(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.

(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.

(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.

(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.

(e) The SP shall take all measures to ensure compliance with all applicable laws and shall ensure that the Personnel area ware of consequences of non compliance or violation of laws including Information Technology Act, 2000 (and amendments thereof).

(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.

(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.

11. LIMITATION OF LIABILITY

11.1 Limitation of Liability

Except in case of gross negligence or willful misconduct:

(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

(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.

(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 relevant clause under Arbitration and Conciliation (Amendment) Act, 2015 of this contract.

12. .MISCELLANEOUS PROVISIONS

12.1 Miscellaneous Provisions

(i) Any failure or delay on part of any Party to exercise right or power under this Contract shall not operate

as waiver thereof.

(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.

(iii) TheSuppliershallatalltimesindemnifyandkeepindemnifiedthePurchaseragainstallclaims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing it services under this Contract.

(iv) The Supplier shall at all times indemnify and keep indemnified the Purchaser against any claims in respectofanydamagesorcompensationpayableinconsequencesofanyaccidentorinjurysustainedorsuffered 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

(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.

(vi) All claims regarding indemnity shall survive the termination or expiry of the Contract.

(vii) All materials provided to the Purchaser by bidder are subject to Country and STATE public disclosure laws such as RTI etc.

(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 CEO without a written consent from the Purchaser.

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 here in shall prevail over those in the GC.

Number of GC Clause

Amendments of and Supplements to Clauses in the General Conditions of Contract

(A) The addresses are:

Bid Inviting and Selection Agency:

CEO, Meghalaya, Additional Secretariat, Near IGP Office, Shillong, Meghalaya-793001.

Email: ceo meghalaya@eci.gov.in, ceomeghalaya@gmail.com

(B) The Services shall be carried out and supplied at the sites as agreed to and approved by the CEO.

(C) The Authorized Representatives are: For CEO:

1.

2.

For the Supplier:

(D) The effective date of the Contract: Date of Signing of the contract by both parties which is 15 days from Notification of award

(E) The date for the commencement of Services: Within 30 days from the signing of the contract between the Purchaser and the Supplier.

(F) The tenure of the contract shall be: 60 months

(G) The risks and the coverage shall be as follows:

(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in India by the Supplier or its Personnel, with a minimum coverage as per Motor Vehicles Act 1988;

(b) Third Party liability insurance, with a minimum coverage of the value of the contract

(c) Professional liability insurance, with a minimum coverage of the value of the contract

(d) Purchaser's liability and workers' compensation insurance in respect of the Personnel of the Supplier and in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and

(e) Insurance against loss of or damage to (i)equipment purchased in whole or in part with funds provided under this Contract, (ii)the Supplier's property used in the performance of the Services, and (iii)any outputs prepared by the Supplier in the performance of the Services.

(H) The amount shall be in Indian Rupees (INR)

(I) General Terms and conditions of Payment

a) All undisputed and eligible payments shall be made by the Purchaser in favour of the SP.

b) The release of payments will be Performance (output) based, where the payments are made for measured deliverables and outputs.

c) SP shall obtain sign-off for each milestone completed from the CEO office and raise in voice against the same to CEO office, Meghalaya.

d) Eligible Payments against invoice submitted (accompanied with all requisite documents) shall be released within 45 days of submission of invoice and subject to reconciliation.

e) Power to with hold: 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.

f) All payments under this Contract shall be made to the account of the SP with (Bank & A/c No.):

(J) The Arbitration proceedings shall take place in Shillong, Meghalaya, and cost of Arbitrator/Arbitration to be borne by parties themselves.

SECTION-V

ANNEXURES AND APPENDICES

ANNEXURES:

- I. Bid Covering Letter
- II. Bid Form
- III. Standard Contract Form
- IV. List of Documents to be submitted
- V. PRE-BID QUERIES FORMAT

APPENDICES:

- A. Form of Performance Bank Guarantee
- B. Form of Bank Guarantee for EMD
- C. Non-Disclosure Agreement

Bid Covering Letter

(To be submitted on the Letter head of the applicant)

To,

Chief Electoral Officer, Meghalaya, Additional Secretariat, Near IGP Office, Shillong, Meghalaya-793001.

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 CEO, Meghalaya, in full conformity with the said RFP document.

2. We, the undersigned, offer to provide services to CEO in accordance with your RFP.

3. We have read the provisions of the RFP document, confirm our acceptance for the same and we are hereby submitting our Bid.

4. We agree to abide by this RFP, consisting of this letter, bid and all requisite supporting documents, for a period of 180 days from the closing date fixed for submission of 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 CEO is not bound to accept any bid received in response to this RFP.

9. In case we are engaged by CEO for executing the services, we shall provide any assistance/ cooperation required by ECI/ CEOs/ auditing agencies appointed by it 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 CEO, Meghalaya.

11. The bid includes the cost of manufacture & supply of PVC EPICS along with Holographic Hot stamping (as per specifications mentioned in 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:

Sl	Information	Details
1	Name of the Contact Person	
2	Address of the Contact Person	
-	Name, designation and contact address of the	
3	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:

Bid Form

Reference: BID/ RFP document...... Dated.....

1) Bid for the total per unit cost for the services required by the CEO, Meghalaya is given in Table below. All taxes GST, Service tax, duties, fees, levies etc has also been quoted separately as per the format provided

Item	Item Description	Total Unit Cost (in Rs) up to two decimal places (exclusive of all taxes) Unit cost	Taxes (in %)	Total unit cost (Inclusive of taxes) Up to two decimal places
(A)	(B)	(C)	(D)	(E)
1	To manufacture & supply of PVC EPICS along with Holographic Hot stamping (as per specifications mentioned in RFP) including incidental cost/ other expenses			

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

Signature of Authorized Signatory:_____

Name and Title of Signatory:

Name of Firm:

Standard Contract Form Contract for PVC EPICS along with Holographic Hot stamping

This "To manufacture & supply of PVC EPICS along with Holographic Hot stamping" Agreement, is made at Name of the state.....on this day,2022

BETWEEN

Chief Electoral Officer of Meghalaya, having office at Meghalaya, Additional Secretariat, Near IGP Office, Shillong, Meghalaya-793001, who is procuring entity or purchaser, the Purchaser/ CEO which expression shall unless repugnant to the context there of include his successors, heirs, representatives, administrators;

AND

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

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 order for manufacturing & supply of PVC EPICS along with Holographic Hot stamping as per the rates given below

Item	Unit figure	Rate es)	in	INR	(in	Unit Rate in INR (in words)
Manufacture & supply of PVC EPICS alon	g with	Holog	raphi	ic Hot	stamp	bing
Manufacture & supply of PVC EPICS						
along with Holographic Hot stamping (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 allocation of volume, will be binding on both the 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 Manufacture & supply of PVC EPICS along with Holographic Hot stamping
- 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 any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix,]:

- a) Form of Performance Bank Guarantee Bond
- b) Form of Bank Guarantee for EMD

Themutualrights and obligations of the Purchaser and the Supplier shall be asset for thin the Contract, in particular:

a) the Supplier shall carryout 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 Manufacture & supply of PVC EPICS along with Holographic Hot stamping as per the RFP is.....crore (..... Crore). However the supplier

understands that the quantity for supplier may differ from the estimated quality.

The Supplier has already submitted a Contract Performance Guarantee amounting to Rs...../-(Rupees in words) which would be valid for 90 days beyond the one year of period of contract.

The services shall be carried out at the site/premises at India as agreed by the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in the irrespective names as of the day and year first above written. For/ on behalf of Chief Electoral Officer, Meghalaya

[Authorized Representative] For/on behalf of [name of Supplier] M/s [Name & position] Authorized Representative]

List of Documents Submitted

Date : ______ Bid No.: _____

То

CEO, Meghalaya,

Additional Secretariat, Near IGP Office, Shillong, Meghalaya-793001

We, the undersigned, declare that:

The following documents listed herein have been submitted-

S1	Document Type	Fulfilling Clause No	Page No. (Attached in the document)	Remarks

(Signature) Authorized Signatory

Name:..... Designation:....

Office Seal:.....Date:....Date:

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. No/Mob./ Fax No.

Company/Firm Contacts:

Contact Person(s)	Correspondence Address	Email-ID(s)	Tel. No/Mob./ Fax No.

Query/ Clarification Sought:

Sl Bid Page No	Bid Clause No	Existing	Clause	Query/ Clarification	
51	Did Fage No	blu Clause No			sought
1					
2					
3					

Note:-

1. Queries must be strictly submitted only in the above prescribed format (.XLS/ .XLSX/ .DOC/ .DOCX) in virus-free file. Queries not submitted in the prescribed format will not be considered/ responded at all by the Procurement Entity.

2. Prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding document. Such clarifications/queries shall be emailed to ceo_meghalaya@eci.gov.in.

3. The Bidder can submit their queries on or before the scheduled last date, which can be emailed to ceo_meghalaya@eci.gov.in with a subject line "To manufacture & supply of PVC EPICS along with Holographic Hot stamping".

FORM OF PERFORMANCE SECURITY BANK GUARANTEE

(To be stamped in accordance with Stamp Act)

The non-judicial stamp paper should be in the name of issuing Bank Ref...... Bank Guarantee No.....

Date.....

To CEO, Meghalaya, Additional Secretariat, Near IGP Office, Shillong, Meghalaya-793001.

Dear Sir,

.....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 having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract not exceeding Rs......(in words & figures).

Arbitrator or any other authority. We agree that the guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Purchaser discharges this guarantee.

3. The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extent the time for performance of the Contract by the Supplier. The Purchaser shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Purchaser and the Supplier or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or commission on the part of the Purchaser or any other indulgences shown by the Purchaser or by any other matter or thing whatsoever which under law would, but forth is provision have the effect of relieving the Bank.

4. The Bank also agrees that the Bid Inviting Agency/Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Supplier and not withstanding any security or other guarantee the Purchaser may have in relation to the Supplier is liabilities.

5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).

6. Notwithstanding anything contained herein above:

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......2022 at.....

WITNESS

(Signature)	(Signature)		
(Name)	(Name)		
(Official Address)	(Designation with Bank Stamp)		

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

BANK GUARANTEE FOR EMD

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

Ref..... Bank Guarantee No.....

Date.....

To CEO, Meghalaya, Additional Secretariat,

Near IGP Office, Shillong, Meghalaya-793001.

Dear Sirs,

1. In accordance with Invitation to Bid under your Specification No......M/s.....M/s...... Having its Registered/Head Office at (hereinafter called the 'Bidder') wish to participate in the said Bid or.....and you, as a special favour have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of...... valid up to on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a condition precedent for participation in the said Bid.

3. This guarantee will not be discharged due to the change in the constitution of the Bank or the Supplier(s)/Service Provider(s).

4. Notwithstanding anything contained herein above:

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 authorized officer, has set its hand and stamp on this.......day of..........

WITNESS

 (Signature)	(Signature)
 (Name)	(Name)
 (Official Address)	(Designation with Bank Stamp)

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

NON-DISCLOSUREAGREEMENT

This Non-Disclosure Agreement ("Agreement") is executed on day of 2022 ("Effective Date"), by and between: Chief Electoral Officer (CEO), Meghalaya (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context and meaning include its successors, administrators and assigns) of the ONEP ART;

AND

...., a Company duly registered under the Companies Act 1956/ 2013, through its authorized representative [Name], holding the 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 "To manufacture & supply of PVC EPICS along with Holographic Hot stamping" (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 disclosure of confidential information, and in order to ensure the Authority's grant to the Bidder of specific access to 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 form, 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 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 unauthorized 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 hall 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 Bidder	
For Authority	(Authorised Signatory Office Seal:)
(Authorised Signatory Office Seal:)	
Name:	Name:
Designation:	Designation:
Date:	Date:
Place:	Place:

By Email

ELECTION COMMISSION OF INDIA

NIRVACHAN SADAN, ASHOKA ROAD, NEW DELHI -110001

No. 23/EPIC Security/2021-ERS

Dated: 5th October, 2021

To,

The Chief Electoral Officers of all States/UTs.

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

Madam/Sir,

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

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

Yours faithfully

(RITESH SINGH) UNDER SECRETARY

Improvements in security features of EPIC

The Commission has decided that :-

- 1. New security features to be incorporated in EPICs- Ghost Image, Micro-text, QR Code; Hologram, Invisible logo.
- CEOs can identify the printers for printing EPICs with security features (including hot fused Hologram) prescribed by ECI, printers to have secured manufacturing and inventory control processes.
- 3. CEOs to also identify hologram printers who could print holograms as per ECI's specifications.
- CEOs will do regular audits of inventory as well as quality of cards and inventory of holograms at card manufacturers. ECI may also do audits whenever required.
- Proposed specifications (as used by Aadhar) are attached. Design of Envelope and Cover letter will be communicated by SVEEP Division.

Ghost image • A small in the card.	Hologram • The pro Hologra unauthc for the f	Guilloche · Set of pattern · Pre-prin are avai to stop o	Micro text • Text pr to be re	QR Code address fo It is also us	
A small image in black & white of color image printed on the card.	The production of the design cylinder is controlled by the Hologram Association of India and is restricted for unauthorized production, there is a high level of difficulty for the fraudster.	Set of complex lines that vary randomly in color and shade. It is difficult to scan and reproduce. Pre-printed stationary /cards with the guilloche patterns are available in the market, controlling inventory will help to stop counterfeiting.	Text printed at microscopic levels but still sharp enough to be read by the humane eye.	It is used for verification purpose by embedding web address for quick online verification. It is also used for offline verification.	Security Features for EPIC
n END NOR N END NOR					

Contd....

SPECIFICATION OF AADHAAR PVC CARD, ENVELOPE AND COVER LETTER

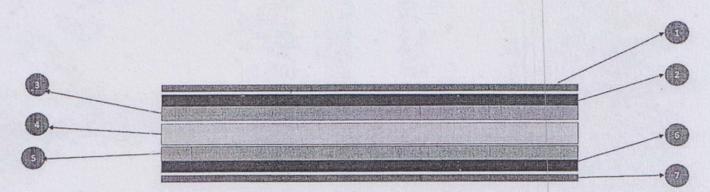
(A) AADHAAR PVC Card

- 1. Printing of Aadhaar PVC Card shall be as per the specifications of design and color scheme indicated by UIDAI.
- 2. Specifications of Aadhaar PVC Card:

Material	Poly Vinyl Chloride(PVC) + Polyethylene Terephthalate Glycol (PETG)
	Proposed Layering is mentioned in RFP document
Lamination (Overlay)	Glossy / Mat finishing
Card Size	CR 80 (86 mm x 54 mm x 0.76mm)
Thickness	760 microns (+/- 10%)
Color	 Card will follow existing color scheme of Aadhaar Letter: White background for normal Aadhaar Light blue for Bal Aadhaar (resident in age group 0-5 yrs)) or other color scheme as decided by UIDAI time to time.
Design and layout	Indicative design provided in RFP. UIDAI may alter the design, color scheme and layout any time before or during the currency of the contract.
ISO Standard	CR-80 type adhering to ISO/ IEC 7810 /10373 standards
Special feature	QR Bar code with 3000 + text characters. However, UIDAI may alter the size, specifications and layout of the QR code any time before or during the currency of the contract.
Personalization	Digital Laser printing of 600 dpi * 600 dpi for QR code , variable data printing (including regional language) on both sides of the card.
Indicative list of card features	 Hologram: Hologram size (after stamping) : 16mm X 12mm. To be hot stamped made up of 19 -23 Micron polyester film of Gold/Silver shade. Micro text : Text as border of the Photograph in size 19 to 25 micron Ghost Image Printing : Resident Photograph (Front side) Guilloche pattern on the base of the card. Design shall be provided by UIDAI

(The design of the hologram and the approved UIDAI vendor for the same shall be provided to the PSP)

Proposed Layering of Aadhaar (PVC+PETG) Card



1,7: Overlay 50 Micron Top and Bottom
2,6: Variable Data Print layer (LASER Printing 600 DPl and Above)
3,5: PVC Layer 180 Micron Top and Bottom
4: PetG Middle Layer 340 Micron

(B) ENVELOPE

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

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

3.	Color	Pre-printing in 4 color

(C) COVER LETTER

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

S No	Item	Specifications
1.	Cover letter type	The material/paper should be 80 GSM Maplitho paper. Variable data to be printed on the letter along with Auto Folding, card affixing and inserting
2.	Dimensions	210mm x 297mm
3.	Color	Pre-Printing in 4 color for Aadhaar logo and tag line. Variable data should be in single color (black)

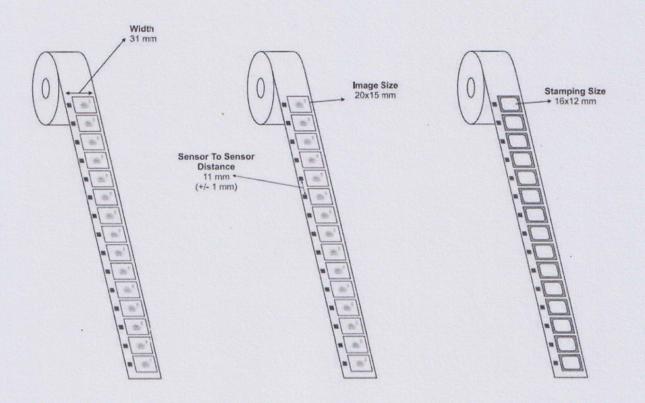
SPECIFICATIONS OF AADHAAR HOLOGRAM

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

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

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

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



By Post/Email

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

No. 23/ID/2021-ERS

Dated: 22nd June, 2021

To,

The Chief Electoral Officers of all States/UTs

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

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

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

07.04.2017.

Sir/Madam,

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

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

Yours faithfully, (RITESH SINGH) UNDER SECRETARY

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

No. 491/ECI/LET/FUNC/SVEEP-III/EPIC/ENVELOPE/2021 Dated: 14th October, 2021

Chief Electoral Officers of all States/UTs

Sub: Distribution of EPIC in a designed envelope - reg

Sir/Madam.

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

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

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

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

Yours faithfully

(JOINT DIRECTOR)

ELECTION COMMISSION OF INDIA

NIRVACHAN SADAN, ASHOKA ROAD, NEW DELHI -110001

No.23/ID/2021-ERS

Dated: 17th January, 2022

To,

The Chief Electoral Officers of all States/ UTs.

Subject: Printing and delivery of EPICs- request for including relation's name in Address Sticker-reg.

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

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

Sir/Madam,

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

Yours sincerely,

(RITESH SINGH) UNDER SECRETARY

ELECTION COMMISSION OF INDIA

NIRVACHAN SADAN, ASHOKA ROAD, NEW DELHI -110001

No. 23/ID/2021-ERS

Dated: 17th December, 2021

To,

The Chief Electoral Officers of all States/UTs.

Subject: Modification in the format of EPIC - regarding.

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

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

Sir/Madam,

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

- (i) Part No. and Part Name will no longer be printed.
- Instructions printed under "Note" at the bottom on the back of EPIC (both in English and Hindi / regional language) have been revised as under: -

"(a.) Before every election, please check that your name exists in current electoral roll.

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

- (iii) EPIC Number shall also be printed on top left corner on the back side of EPIC.
- 2. A format of modified EPIC is enclosed herewith for your information and reference.

3. Necessary provisions in this regard has been made in EPIC printing application by ERO-Net team. It is therefore directed that printing of EPIC shall now be done on blank PVC cards only through ERO-Net application so that all modified entries including modified instructions are reflected on EPICs.

Yours faithfully

(RITESH SINGH) UNDER SECRETARY

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

No.23/EPIC Security/2021-ERS

Dated: 18th January, 2022

Τo,

The Chief Electoral Officers of all States/UTs

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

Sir/Madam,

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

2. With the passage of time and in view of major advances in technology, the Commission has decided that the **quality of cards**, **security features and other specifications** shall be further improved. New Security features of EPIC shall be as under: -

- 1. The new PVC EPIC will be horizontal in shape with following size:
 - a. <u>Card size:</u> CR 80 (86mm × 54mm × 0.76mm) variation permissible of plus and minus 5%
 - b. <u>Thickness:</u>
 760 microns (plus and minus 10%)
- 2. Hologram: Hologram size (after stamping): 16mm x 12mm. To be hot stamped made up of 19-23 Micron polyesters film of Gold/ Silver shade.
- 3. Micro text: Text as the border of the Photograph in size 19 to 25 micron.
- 4. Ghost image printing: Elector Photograph (Front side).
- 5. Guilloche pattern on the base of the card (Three colour guilloche design).
- 6. QR Bar code with 3000+ text characters.

3. The specifications of the PVC EPIC with new security features and specifications of the Hologram which needs to be hot pressed on PVC EPIC are enclosed herewith <u>Annexure – A</u> and <u>Annexure – B</u>.

4. EPIC shall be supplied with prescribed security features and personalization details printed upon them.

5. **CEOs shall select** "Colour PVC Card manufacturer cum security printer"-with in-house printing facilities on PVC sheet incorporating security features and personalization capacity.

6. EPIC being an important identity card, CEOs shall ensure that only competent card printers as well as hologram printers who are currently supplying Visa Card or Master Card or RuPay or RBI or IBA or PVC Aadhaar Card, having ISO 27001 and ISO 9001 certificates, and are having requisite installed capacity to manufacture EPIC Cards (as per the requirement of the State/UTs) are empaneled at the State/UT level.

7. The hologram manufacturer should also be a member of Authentication Solution Providers Association (ASPA), International Hologram Manufacturers Association at (IHMA) ISO 9001 certifications and must be certified under Security Certification – TUV-ASPA (Formerly known as HOMAI) Hologram Security Standards.

8. Relevant Financial Rules of the State/UT shall be followed while selecting vendors.

9. EPICs will be delivered to the electors as per the directions of the Commission contained in its letter Nos.-23/EPIC Security/2021-ERS, dated 05/10/2021 and 23/ID/2021-ERS dated 22/06/2021. Card Printer shall have facility of auto enveloping and will deliver the EPICs in the covers as per the instructions contained in above mentioned letters so that Postal Department could further distribute these to the concerned electors.

10. All the CEOs are requested to switch to new PVC EPIC on or before 1st April, 2022, however, CEOs of poll going states of Goa, Manipur, Punjab, Uttar Pradesh and Uttarakhand will be required to switch over to new PVC EPIC within one month of completion of elections.

Yours faithfully, (RAKESH KUMAR)

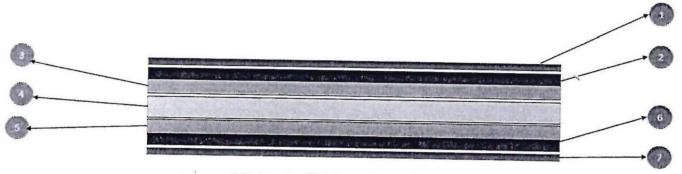
SECRETARY

SPECIFICATIONS OF CARD:

a. Card type:

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

Proposed layering of EPIC card



1,7: Overlay 50 Micron Top and Bottom
 2,6: Variable Data Print layer (LASER Printing 600 DPI and Above)
 3,5: PVC Layer 180 Micron Top and Bottom
 4: PetG Middle Layer 340 Micron

b. Card size:

CR 80 (86mm x 54mm x 0.76mm) variation permissible of plus and minus 5%

c. <u>Thickness:</u>

760 microns (+/-10%)

- d. <u>Lamination</u> (Overlay) Glossy/Mat finishing
- e. <u>Design & Layout:</u> Indicative design as provided by ECI. The Election Commission may alter the design, colour scheme and layout at any time.
- f. <u>ISO Standard:</u> CR-80 type adhering to ISO/IEC 7810 /10373 standards

Hologram hot stamping

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

OTHER FEATURES

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

Front and Back of new EPIC



भारत निर्वाचन आयोग Election Commision of India मतदाता फोटो पहचान पत्र - Elector Photo Identity Card

ZBIOKLM987



नाम: अनिता कुमारी चौहान Name: Anita Kumari Chauhan

पिता का नाम: सतीश कुमार चौहान Father's Name: Satish Kumar Chauhan

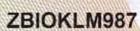
लिंग / Gender: स्त्री / Female

जन्म तिथि / आयु: 35 वर्ष Date of Birth / Age: 12/04/1984



Front side





पताः एच.नं. ए-32, सुंदर विहार, राम नगर, सोडाला, जयपुर, राजस्थान - 302019

Address: HNo. A-32, Sunder Vihar, Ram Nagar, Sodala, Jaipur, Rajasthan - 302019

निर्वाचक पंजीकरण अधिकारी, मालवीय नगर, जयपुर Issue Date: 28/10/2021

नोट / Note: प्रत्येक चुनाव से पहले कृषधा वर्तमान निर्वाधक नामावली में अपने नाम की जांच कर लें| Before every election, please check that your name exist in current electoral roll.

यह कार्ड चुनाव के उद्देश्य को छोड़कर आखु का प्रमाण नहीं है। This card is not a proof of Age except for the purpose of election.

2 1950

awww.ceorajasthan.nic.in

Back side

SECURITY OF DATA

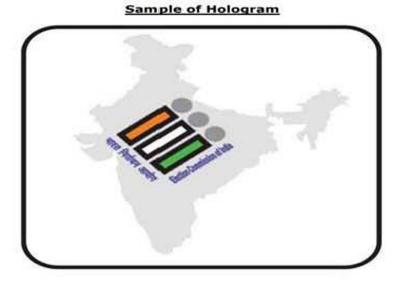
- Standard guidelines of the Election Commission and Information Security (Categorized) to be followed.
- The Digital Certificate/HSM required for data encryption will be procured by the Card Printer and public key to be shared with CEO.
- Sorting of data "Collating and sorting software, card tracking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

SPECIFICATIONS OF HOLOGRAM

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

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

• The diagrammatic representation of the ECI hologram:



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

A) Chemical:

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

B) Physical Checks:

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

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

No.23/EPIC Security/2021-ERS

Dated: 19th May, 2022

Τo,

The Chief Electoral Officers of all States/UTs

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

Reference: Commission's Letter No. 23/EPIC Security/2021-ERS, dated 18.01.2022.

Sir/Madam,

I am directed to state that guidelines and instructions on new security features for colour PVC-EPICs have already been issued vide Commission's letter cited under reference above. In continuation of the said letter and in order to bring uniformity and standardization of the specifications of both EPIC and Hologram, the Commission has further clarified the quality, security features and other specifications of the new secured PVC-EPIC, as under: -

Front Side Specification/dimension:-

- a) National Emblem: To be printed on the upper left-hand corner (5.00 mm from left edge & 4.00 mm from top edge).
- b) EPIC Number: To be printed below the National emblem (5.00 mm from left edge and 2.00 mm above the photograph). Font of the EPIC number printed on both sides of card should be "<u>Arial Rounded Bold MT</u>" for better readability by the Optical Character Readers (OCRs).
- c) Photograph of Elector: To be printed at the left corner below the EPIC number
 Width 21.00 mm, Height 28.00 mm
 (2.00 mm from the left often and 5.00 mm chave the bettern often)

(3.00 mm from the left edge and 5.00 mm above the bottom edge).

- d) ECI Logo: To be printed on the upper right-hand corner (4.00 mm from top edge and 5.00 mm from right edge)
- e) Ghost Image: Width 7.00 mm, Height 9.00 mm (5.00 mm from right edge and 31.00 mm from bottom edge)

- f) Ghost EPIC Number: To be printed at right side of Ghost image in vertical (bottom-up) direction (2.00 mm from the right edge)
- g) Hologram: At the right bottom corner (3.00 mm from the edges)
- h) Elector's Name, Relative's Name, Gender and Date of Birth to be printed (in English and regional language) on the right-side of photograph of the elector. Either Age or DOB shall be printed on the card. Age will be printed in case DOB is not available in the E-Roll data.

Back Side Specification/dimension:-

- a) Facsimile signature of Electoral Registration Officer: To be printed on the top left corner.
- b) **QR code:** To be printed below the "facsimile signature of ERO" on the left side of the card (4.00 mm from the left edge and 14.00 mm below the top edge)
 - ✓ Width 25.00 mm, Height 25.00 mm.
 - ✓ QR code will consist of EPIC No, Name of Elector, Relative's Name, Date of Birth/Age.
 - ✓ Provision to read QR code printed on the card will be made available on Voter Helpline App (VHA).
- c) EPIC Number: To be printed below the QR code (7.00 mm from the left edge and 10.00 mm above the bottom edge)
- d) Elector's Address, Electoral Registration Officer and AC/PC No. & Name and 'Note' are to be printed in bilingual (in English and regional language) to the right side of QR code.
- e) Voter Helpline No. (1950), CEO's website address and Old EPIC No. (if available) issued to the elector, if any, are to be printed below the horizontal red line, at the bottom of the card.

2. A sample EPIC card along with prescribed specifications/dimensions of both front and back sides of EPIC is enclosed herewith as <u>Annexure-'A</u>' for reference. The detailed specification of Hologram to be printed on the card is enclosed herewith as <u>Annexure-'B'.</u>

3. <u>The National Emblem, Election Commission of India, Elector Photo Identity Card, ECI</u> <u>Logo, Micro-text along the border of photograph of elector, CEO's website address, Helpline</u> <u>Number, should be pre-printed on the card</u>. In addition to this, background on both sides of the Card should also be pre-printed. 4. The personalization of card (*Name of Elector, Relative's Name, Photograph, Ghost Photograph, Gender, Date of Birth/Age, Address, No. & Name of AC/PC, Designation and Facsimile signature of ERO, Issue Date, "Note", EPIC Number (both sides), Ghost EPIC Number, Old EPIC Number (if available), QR Code*) shall be done using EPIC printing tool in ERO-Net.

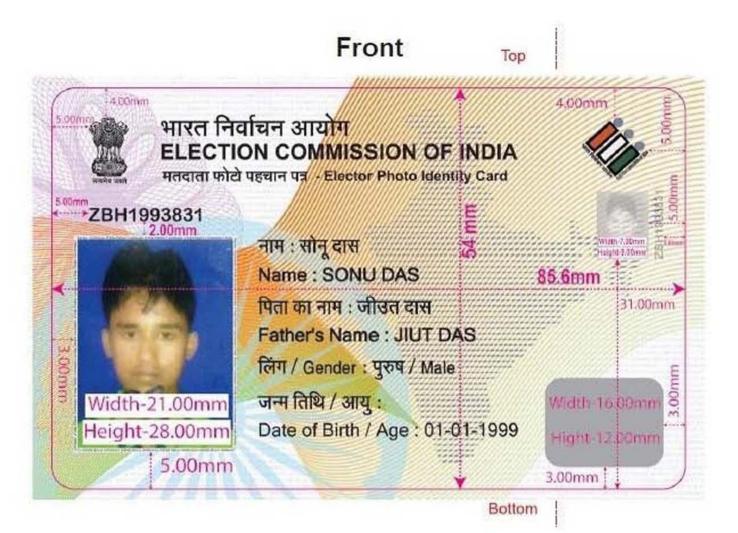
5. All the specifications have to be executed adhering to the error margins specified under the Model RFP for EPIC Printers & Model RFP for Hologram and international standards, wherever not specified in the RFP.

6. All concerned may be informed accordingly.

Yours faithfully, (AJOY KUMAR) SECRETARY

Annexure-'A'

Sample Front and Back of New Secured EPIC with detailed specifications/dimensions





Specifications of HOLOGRAM

The Hologram shall be hot stamped on the EPIC to provide additional security features. The security features of the hologram along with its dimensions are as follows:-

