

Govt. of Bihar
ELECTION DEPARTMENT
OFFICE OF THE CHIEF ELECTORAL OFFICER, BIHAR
7, Sardar Patel Marg (Mangles Road), Bihar, Patna ó 800015

SHORT TENDER NOTICE

CORRIGENDUM

Sealed tenders in two bid system have been invited by Chief Electoral Officer, Bihar, Patna for the manufacture and supply of -Hologramø to be affixed on the Electoral Photo Identity Cards in the State of Bihar, vide this office short tender notice dated 05-03-2010. It was mentioned in that tender notice that the technical bids will be opened on 22nd March, 2010 at 3:00 P.M. in the office of the Chief Electoral Officer, Bihar at 7, Sardar Patel Marg (Mangles Road), Bihar, Patna ó 800015.

The Government of Bihar has announced holiday on 22nd March, 2010 on the occasion of õBihar Divasö. Hence the technical bids will now be opened on 23-03-2010 at 11:00 A.M. instead of 22-03-2010 in the office of the Chief Electoral Officer, Bihar at 7, Sardar Patel Marg (Mangles Road), Patna ó 800015.

Chief Electoral Officer, Bihar
-cum-Principal Secretary to Government

Tender Number-
Price Rs. 250/-

OFFICE OF THE CHIEF ELECTORAL OFFICER, BIHAR

7, Sardar Patel Marg (Mangles Road), Patna-800015

TENDER DOCUMENT FOR SUPPLY OF HOLOGRAMS TO BE USED ON ELECTORS' PHOTO IDENTITY CARDS.

Last date of Purchase of Tender document

from the Office of the Chief Electoral Officer, Bihar:- 18.03.2010

Last date of Submission of Tender:- 19.03.2010 by 4:00 pm

Date of Opening of Technical Envelope :- 22.03.2010 at 3:00 pm

Date of Opening of Commercial Envelope : - To be announced on the notice Board.

Sealed tender accompanied with earnest money as mentioned in para 3 below, are invited from the manufacturers or persons holding authorization from manufactures for supply of Hologram (separately) which will be used in Electors Photo Identity Card. The specification of the Hologram shall be as specified by The Election Commission of India. A specimen of the hologram can be seen during office hours in the Office of the Chief Electoral Officer on any working day.

Instruction:

1. The tender should be submitted in two envelopes, Envelope -A (Technical Bid) and Envelope-B (Commercial Bid) as per details given in the bid forms enclosed with this document.
2. Conditional/incomplete tenders, tenders sent through telegram/Fax, tenders without earnest money and those received after the above mentioned date and time shall be rejected.
3. Each tender shall be accompanied with earnest money of Rs. 10,000/- or 2% of the total tendered amount, whichever is greater, separately in the form of Demand Draft, payable at Patna in favour of the Chief Electoral Officer, Bihar.

The Central Purchase Organization/State Purchase Organization and National Small Industries Corporation (NSIC) are exempted from furnishing the above earnest money.

4. In case of tender documents downloaded from the website, a separate demand draft for Rs. 250/- (Rupees Two Hundred and fifty only) each shall also accompany the tender in addition to the earnest money.
5. The tender forms should be filled up in all respect and returned by the tenderer duly signed on each page of the original tender forms including the annexure form containing the terms and condition and should be properly sealed.

Envelope A (Technical Bid)

This envelope shall contain the following documents in absence of which the offer shall not be considered.

- (a) Demand Draft in respect of earnest money of Rs. 10,000/- or 2% of the total tendered amount, whichever is greater, separately payable to the Chief Electoral Officer, Bihar. The Earnest money shall be refunded to the unsuccessful tenderer within 7 days of the finalization of tender.

- (b) *In case of tender documents downloaded from the website-* A separate Demand Draft in respect of document price money of Rs. 250/- only payable to the Chief Electoral Officer, Bihar. The document price money shall be non-refundable.
- (c) Valid Income Tax clearance certificate.
- (d) Sale Tax/VAT registration certificate.
- (e) Valid Sale Tax/VAT Clearance Certificate.
- (f) Service Tax registration certificate.
- (g) Trade Tax/Central Sales tax registration certificate, if applicable.
- (h) Audited Balance sheet of last three years certified by Chartered Accountant.
- (i) Details of similar work carried out by the tenderer, in Form III, along with supporting documents like payment, work order etc.
- (j) Details of major works carried out by the tenderer in Form No. III.
- (k) Details of the tenderer (to be given in technical bid form)
- (l) 2 samples of Holograms.
- (m) SSI/Industry Department registration.
- (n) Letter of authorization on behalf of manufacturer, in case the manufacturer is not participating.
- (o) Details regarding situation and location of the campus of the printing press/facility under the proprietorship of the tenderer where holograms for Electors Photo Identity Card would be printed.

Envelope B (Commercial Bid)

In this envelope the tenderer shall submit the Commercial bid (Form enclosed). Only the form purchased by the tenderer for himself and duly signed showing all inclusive rate should be submitted. Offer on any other form shall not be accepted.

N.B- Both the envelopes should be separately sealed and marked as -Technical Tender Envelope and -Commercial Tender Envelope.

Both these envelopes should be put and sealed in a bigger outer envelope. Details such as tenderer's Name and Address, job work etc should be clearly mentioned on the big outer envelope.

The envelope(s) should be super scribed by the word -Hologram

Terms and Conditions

1. The tender paper complete in all respects may be submitted in double sealed covers sent by registered post or to be dropped in a sealed box kept for this purpose in this official chamber of Assistant Chief Electoral Officer, Bihar up to 4:00 PM on 19th March, 2010 at the office of the Chief Electoral Officer, Bihar, Patna. The technical bid will be opened on 22nd March, 2010 at 3:00 PM in presence of those tenderers who are present. The tenderers or their authorized representatives are advised to remain present at the tenders and negotiation if required. The authority will not be responsible for any postal delay in getting the job specifications and terms and condition as well as receipt of the document by the stipulated date and time.
2. Average turnover of tenderer for the last three years shall not be less than 50(Fifty) lakhs of rupees.
3. The tenderer should possess at least 5 years experience in the field of manufacture of holograms.
4. The revision of rates etc. shall not be allowed after the tenders are opened and approved. Accepted rates shall be valid for a period of 12 months from the date of communication conveying the acceptance of tender bid to the successful tenderer.
5. The amount quoted in the tender shall be inclusive of all costs, taxes and levies, transportation costs etc and shall also be inclusive of the taxes, levies in respect of works applicable for the

time being in force on such contracts in the State of Bihar and no price escalation will be allowed on any account.

6. The cost quoted will be inclusive of making the master.
7. A sum of Rs. 10,000/- or 2% of the total tendered amount, whichever is greater, in the shape of a bank draft payable to the Chief Electoral Officer, Bihar will have to be deposited as earnest money along with the complete tender form. If the tender is withdrawn or rates are modified before the final acceptance of the rates, the earnest money deposited shall be forfeited.
8. The Chief Electoral Officer, Bihar reserves the right to place order to a single agency, split or phase the order among a number of agencies. He also reserves the right to accept, in whole or in part, or reject any of the tenders submitted without assigning any reasons. It will not be obligatory for him to accept the lowest tender offered. If the quoted rates by any party appears to be unreasonably low and is unexplained, it may be summarily rejected. Canvassing in any form will lead to disqualification of the tenderer. Submission of more than one tender by the same agency under different names is prohibited. The decision of the Chief Electoral Officer, Bihar shall be final and binding on the tenderers in respect of this tender.
9. **(a)** The number of holograms required for the EPIC campaign is approximately 300 lakh. They would be supplied in installments of 30%, 30%, 25%, 10% and 5% respectively, after receiving order for supply of each installment separately. This number or quantity may increase or decrease as per requirement, subject to a minimum of 25 lakh and a maximum of 300 lakh holograms.
(b) The specification of the hologram would be as per the directions of Election Commission of India. It would be prepared on Laser Based Metallic Foil. The hologram would be round in shape having a diameter of 2 centimeters. The National Emblem with 'सत्यमेव जयते' as its part should be printed on the hologram with the name of the State in the background.
The Hologram should be serially numbered with two character state code followed by nine digit serial number.
The specimen of the hologram can be seen on any working day in the office of the Chief Electoral Officer, Bihar.
(c) Holograms would be supplied in sheets, each sheet containing 49 holograms. 100 such sheets would comprise a batch, which would be maintained in a packet.
10. The successful tenderer shall execute an agreement on a stamp paper of the appropriate value with the Chief Electoral Officer, Bihar within three working days from the date of communication of acceptance of tender, failing which the earnest money deposit will be forfeited. Any party with whom agreement is to be signed by the Chief Electoral Officer, Bihar will have to deposit 5% of the contracted amount in the shape of bank draft payable to the Chief Electoral Officer, Bihar as security money before the signing of the agreement. In case security deposit is not paid within the stipulated time, the earnest money will be forfeited. Bank guarantee will not be acceptable in lieu of security. The agreement may, in addition to other terms which may be deemed fit, contain the following terms and conditions:-
 - a) The work shall be done by the contractor in the printing press/facility owned by him and details of which have been provided in the technical bid.
 - b) The contract shall not be assigned or sublet to any other agency. If the agency does so or becomes insolvent, or makes any composition with his creditors, or attempts to do so, the Chief Electoral Officer, Bihar may thereupon, by notice in writing, rescind the contract, and the security deposit shall thereupon stand forfeited.
 - c) No advance money shall be given to the successful tenderer for undertaking the work.
 - d) If the agency is a partnership firm, any change in the constitution of the firm should be communicated to Chief Electoral Officer, Bihar immediately.
 - e) The agency shall not claim any compensation from Govt. on account of the following :
 - (a) Force majeure
 - (b) Act of God.
 - (c) Any reasonable cause beyond the control of the department.

- f) If the supply work of the agency is considered unsatisfactory, the progress of the work will be watched for 7 days for desired improvement failing which it may be decided to change and get the work done from any other agency at the discretion of the Chief Electoral Officer, Bihar. In that event, the agency shall be liable to make good the loss, which the Bihar Govt. may suffer by reason of higher price and/ or any other administrative expenses incurred on the incomplete portion of the work.
- g) If the work is not completed within the scheduled/specified time, penalty at the rate of 1% of the job cost for per day's delay, subject to a maximum of 25% will be deducted from the contractor's payment unless the work awarding authority is satisfied that the delay occurred due to events constituting force majeure or due to reasons beyond the control of the contractor. The work awarding authority may, at its discretion, get the work done from the open market.
- h) The Chief Electoral Officer, Bihar reserves the right to terminate the contract at anytime, if the work is found to unsuitable. His decision will be final in this regard.
- i) The Chief Electoral Officer, Bihar reserves the right to forfeit the deposit if the successful tenderer fails to comply with any of the terms and conditions mentioned herein.
- j) The entire work shall be carried out as per the direction of the CEO, Bihar and instructions issued by him from time to time and his decision shall be final and binding in respect of all points of doubt.
- k) The CEO, Bihar or any person authorized by him may, at any time, inspect the printing work of the holograms. It shall be binding on the contractor to immediately provide any information asked for during such inspection.
- l) It shall be the responsibility of the contractor to ensure utmost security of the master during the period of manufacture and at all times during which it is in his possession/custody. The contractor shall transfer the same to the Chief Electoral Officer, Bihar for safe keeping after the order is executed. The supplied holograms shall conform to the design of the specimen approved by the Chief Electoral Officer, Bihar. The holograms would not be prepared in excess of the quantity specified in each installment order at a time. In case of any deviation from these conditions, the security deposit would be forfeited and payment stopped. Moreover, due to breach of security provisions or confidentiality clause, necessary legal action may also be taken against the contractor.
- m) The security deposit shall be forfeited if any terms and conditions of the contract are breached and/or the agency fails to complete the work satisfactorily. The decision of the Chief Electoral Officer, Bihar shall be final in this regard.
- n) The security deposit shall be refundable to the agency after one month of the final payment provided the work done by the agency is found to be in good order in all respects.
- o) The payments to the agency shall be made through A/C payee demand draft.
- p) The supply of item is to be completed (i.e., delivery at the designated point) within 15 days from the date of agreement failing which the tender shall attract penalties as under sub Para f and g above.
- q) Point of delivery for holograms will be Office of the Chief Electoral Officer, Bihar. The Chief Electoral Officer, Bihar in the urgency of work, deserves the right to change the point of delivery.
11. **Arbitration:** - That if any question, difference of opinion, whatsoever, arise in any way connected with or arising out of this instrument or the making or operation of any part thereof, or rights, duties or liabilities of either party, save in so far as the decisions of any such matter is herein before provided for and has been so decided, every such matter shall be referred for arbitration and the decision of arbitrator, who will be appointed by the Government, shall be final and binding.

Envelop-A**FORM FOR THE TECHNICAL BID**

ITEM TENDERED	HOLOGRAM
1. Name and Address of Tenderer 2. Contacts details (i) Telephone No. : (ii) Fax No. : (iii) E-mail : (iv) Mobile No. :	
3. Category of the tenderer (whether company, partnership firm or Proprietary concern) 4. Name of Chief Executive Officer and Telephone No.	
5. Year of Establishment.	
6. Name (s), Contact Numbers and Address(s) of proprietor or partners or Directors.	
7. Trade Tax no.	
8. Income Tax PAN/GIR no.	
9. Sales Tax/VAT no.	
10. Service Tax No.	
11. SSI/Industry Department Registration No.	
12. Whether direct manufacturer or not.	YES/NO
13. If not direct manufacturer, whether the tenderer has attached letter of authorization.	YES/NO
14. Turn-over of the last 3 Years. attached	YES/NO
15. Name and address of banker.	
16. Whether details of past experience in preparation and production given in Form III.	YES/NO
17. Whether SSI registration/Industry Department registration (as applicable) attached.	YES/NO
18. Demand Draft no; date, bank name and amount attached.	
19. Valid Income Tax clearance certificates attached.	YES/NO
20. Valid Sales Tax/VAT clearance certificate attached.	YES/NO
21. 02 Samples of Hologram attached.	YES/NO

I/We accept the terms and conditions mentioned in the tender document.

Signature of the Tenderer
With Rubber Stamp and Data

FORM-III

DETAILS OF WORK OF PREPARATION OF HOLOGRAM AND MAGNITUDE CARRIED OUT BY THE TENDERER

Name of Tenderer:-

SI. No.	Description of Works	Quality and Cost of Works	Name of Client with address	Time Limit Prescribed in work order by the Client	Actual date of completion	Remarks (Here give details of work order /proof of payment issued by the client or other comments)
1.	2.	3.	4.	5.	6.	7.

N.B.:- If additional space is required, extra sheet may be added for the purpose.

Signature of Tenderer
With Rubber Stamp

FORM FOR THE COMMERCIAL BID**Envelop-B**

(Only the original form as issued by the Chief Electoral Officer's office shall be accepted)

No: í í í í í í í í .

To,

Chief Electoral Officer,

Sir,

I/We hereby submit my/our offer for the execution for the Governor of Bihar (hereinafter referred to as the Government of Bihar) for supply of Holograms to be used in preparation of Photo Identity Cards as specified in the tender document and in accordance in all respects, with specifications, design and instructions of the Election Commission of India, New Delhi and Chief Electoral Officer, Bihar and as per terms and conditions attached hereto.

MEMORANDUM

Description	Hologram as per sample available in CEO's office
I. Hologram-300 Lac approx.	The quantity specification of the Hologram shall be as specified by the Election Commission of India.
Rate quoted for one piece of Hologram on the basis of conditions in the tender document.	Rs í í í í í í í í í í í í í í í ..

Demand Draft No. _____ dated _____ Payable to the Chief Electoral Officer, Bihar in respect of the sum of Rs. 10,000/- (Rupees Ten Thousand) only or 2% of the total tendered amount, whichever is greater, representing the earnest money for submission of this tender has been enclosed along with the technical bid. The amount of this earnest money shall not bear an interest and shall be liable to be forfeited in favor of the Government of Bihar should I/We fail to sign and complete the contract document as required and furnish the security deposit as specified in the terms and conditions of the contract enclosed with this tender document. The amount of this earnest money for submission of tender may be adjusted towards the security deposit or refunded to me/us unless the same or any part thereof has been forfeited as aforesaid.

I/We undertake to comply with all the condition given in the tender document.

Signature of tenderer

(Seal)

Address of the tenderer

í í í í í í í í í í í í í .

í í í í í í í í í í í í í ..

Date the

day of

WITNESS

Signature of Witness

Address:-