



Tender document for Selection of agency for supply and personalization of Smart Ration Cards

Department of Food, Civil Supplies & Consumer Affairs (DFCS),
Government of Punjab
Anaaj Bhawan, Sector 39-C, Chandigarh – 160036

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Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon Interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Purchaser accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. The possession or use of this RFP in any manner contrary to any applicable law is expressly prohibited. The Bidders shall inform themselves concerning, and shall observe any applicable legal requirements. The information does not purport to be comprehensive or to have been independently verified. Nothing in this RFP shall be construed as legal, financial, regulatory or tax advice.

The Purchaser, its employees, advisors or consultants make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage. Neither the information in this RFP nor any other written or oral information in relation to the Bidding Process for implementing the Project or otherwise is intended to form the basis of or the inducement for any investment activity or any decision to enter into any contract or arrangement in relation to the Project and should not be relied as such.

The Purchaser and also its advisors/ consultants/ representatives/ employees accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. The Purchaser and also its advisors may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, data, statements, assessment or assumptions contained in this RFP or change the evaluation or eligibility criteria at any time or annul the entire Bidding Process.

The issue of this RFP does not imply that the Purchaser is bound to select a Bidder or to appoint the Selected Bidder hereinafter defined, as the case may be, for the Project and the Purchaser reserves the right to reject all or any of the Bidders or Bids at any stage of the Bidding Process without assigning any reason whatsoever including the right to close the selection process or annul the bidding process at any time, without incurring any liability or being accountable to any person(s) in any manner whatsoever. The decision of Purchaser shall be final, conclusive and binding on all the parties.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to its Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFP and also any cost relating

to updating, modifying or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by the Purchaser. All such costs and expenses will be incurred and borne by the Bidder and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the Selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of Purchaser or to any other person in a position to influence the decision of the DFCS for showing any favor in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Purchaser may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Proposal Security. Laws of the Republic of India are applicable to this RFP.

This RFP document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the Project in accordance with RFP, the information contained in the RFP document shall not be divulged to any other party. The information contained in the RFP document must be kept confidential. Mere submission of a responsive Bid/ Proposal does not ensure selection of the Bidder.

The information contained in this document is selective and is subjected to updation, expansion, revision and amendment. Purchaser reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever.

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Section 1: Notice Inviting Tender

Government of Punjab

Department of Food Civil Supplies & Consumer Affairs

Department of Food, Civil Supplies and Consumer Affairs, Govt. of Punjab invites online bids for the Selection of Implementing agency for personalization and supply of Smart Ration Cards in the State of Punjab.

Closing date and time is 30.01.2020 at 03.00 PM.

For details log on to www.eproc.punjab.gov.in or <http://foodsuppb.gov.in>

Section 2: Abbreviations and Definitions

2.1 Abbreviations

1.	EMD	Earnest Money Deposit
2.	INR	Indian National Rupees
3.	IA	Implementing Agency
4.	SLA	Service Level Agreement
5.	TCV	Total Contract Value
6.	T	Date of Signing of Contract
7.	RFP	Request for Proposal
8.	DFCS	Director, Department of Food, Civil Supplies and Consumer Affairs
9.	LCS	Least Cost Selection
10.	CA	Chartered Accountant
11.	PAN	Permanent Account Number
12.	GSTN	Goods and Service Tax Number
13.	PSU	Public Sector Undertaking
14.	FY	Financial Year
15.	PBG	Performance Bank Guarantee
16.	UX	User Experience
17.	LOI	Letter of Intent
18.	GOI	Government of India
19.	PoA	Power of Attorney
20.	IBA	Indian Bank's Association
21.	DFSC	District Food Supply Controller
22.	ISO	International Organization for Standardization
23.	IEC	International Electrotechnical Commission
24.	OS	Operating System
25.	MF	Master File
26.	EAL	Evaluation Assurance Level

2.2 Definitions

1.	Bidder	An individual/company that quotes a particular price, while competing with others, for providing services with respect to specific requirements in this Tender Document
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2.	Purchaser	Director, Department of Food, Civil Supplies and Consumer Affairs, Govt. of Punjab
3.	Successful Bidder	The Bidder to whom contract is awarded and is fully responsible towards Purchaser for providing Services as per the requirements and terms and conditions specified in this Contract. The term shall be deemed to include the Bidder's successors, representatives (approved by the Department), heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract.
4.	Week	Designated timeframe consisting of five days excluding any Public Holiday (as declared by Government of Punjab), Saturday and Sunday.
5.	Day	Any day which is not a Saturday or Sunday or a public holiday (As declared by Government of Punjab).
6.	Total Contract Value	This is the maximum value payable to the successful Bidder which is agreed between the Purchaser and the successful Bidder for the Project.
7.	Project	This means personalization and supply of Smart Ration Cards in the State of Punjab
8.	Designated Authority	Departmental Official/ Committee who will approve all the deliverables submitted by the bidder.
9.	Central/ State Government Organization	Centre or state-run PSUs, Statutory bodies and co-operative societies.
10.	Successful Event	Event for which work order and completion certificate of the work is available with the bidder.
11.	Smart Ration Card	Chip based plastic card meeting all the requirements mentioned in this RFP.

Section 3: Introduction

Department of Food, Civil Supplies and Consumer Affairs, Government of Punjab has decided to provide Smart Ration Cards to all the beneficiaries of the State who are eligible under the National Food Security act 2013.

In this regard, Purchaser intends to select an Implementing agency for personalization and supply of these Smart cards. The Bidders are invited to submit their Proposals in this regard.

Section 4: Document Control Sheet

1.	Tender Inviting Authority Designation and Address	Department of Food, Civil Supplies & Consumer Affairs, Government of Punjab Anaaaj Bhawan, Sector 39-C, Chandigarh 160036
2.	a) Name of the Work	Selection of an Implementing agency for personalization and supply of Smart Ration Cards
	b) e-Tender Reference number	
	a) Tender document availability	Can be downloaded from https://eproc.punjab.gov.in or http://foodsuppb.gov.in
3.	b) Cost of Tender Document (Form Fee)	INR 10,000/- (Ten Thousand only) is to be paid through online mode available on e-tendering portal https://eproc.punjab.gov.in . In case of any processing fees, it has to be borne by the bidder.
4.	Publication of E-Tender	06/01/2020
5.	Date, Time & Venue for Pre Bid meeting	13/01/2020 at 11 AM in office of the Director, Food Civil Supplies and Consumer Affairs, Govt. of Punjab, Anaaaj Bhawan, Sector 39-C, Chandigarh – 160036
6.	Release of corrigendum (if required)	16/01/2020 by 5 PM
7.	Earnest Money Deposit (EMD)	INR 50,00,000/- (Fifty Lakh) through online mode only available on e-tendering portal.
8.	Performance Bank Guarantee	10% of the contract Value
9.	Last date for submission, Time and Place of Bid	30/01/2020 by 3PM on the e-tendering portal https://eproc.punjab.gov.in

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10.	Date & Time for Opening of Qualification cum Technical bids	31/01/2020 at 11AM on the e-tendering portal https://eproc.punjab.gov.in
11.	Date & Time for Opening of Commercial Bids	To be intimated later
12.	Method of Selection	Least Cost Selection (LCS)
13.	Website for RFP Reference	https://eproc.punjab.gov.in/and http://foodsuppb.gov.in

Note: All corrigendum /addendums /clarifications regarding this RFP shall be posted on the above mentioned websites only. No other separate communication or advertisement will be given.

The e-tendering portal would not allow any late submission of bids after due date and time as per server time.

Authority will not be responsible in case any bidder fails to upload the bid in stipulated time for any reasons.

Section 5: Eligibility Criteria

Tender is available on the State e-tender portal i.e. <https://eproc.punjab.gov.in>. This Invitation to Bid is open to all entities meeting or exceeding all of the following minimum Qualification cum technical criteria. Any Bidder not meeting even one of the criteria as mentioned below shall be summarily rejected.

Note: For participating in the above RFP/e-tender, the bidders/ vendors shall have to get themselves registered with <https://eproc.punjab.gov.in> and get user ID & password. Class 2 or 3 Digital Signature Certificate (DSC) is mandatory to participate in the e-tendering process. For any clarification/difficulty regarding e-tendering Process flow please contact on helpdesk numbers 0172-2970263, 0172-2970284 (Punjab Government working days from 9am to 5pm)

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in this Document. The Bidder must also possess the administrative capability, technical know-how and the financial wherewithal that would be required to successfully undertake the Project for the entire period of the Contract. The Bids must be complete in all respects and should cover the entire Scope of Work as stipulated in this Tender document.

Only Companies/ Partnership firms/ Limited Liability Partnership Firms who meet the given minimum qualifying criteria of this document, as on the actual date are eligible to apply and bidders which does not meet the necessary eligibility criteria will not be considered for further evaluations. Any Bidder not meeting even one of the criteria as mentioned below shall be summarily rejected.

Start-ups in the state of Punjab will be provided relaxation as per the "Relaxation of Norms in Public Procurement for start-ups based in Punjab" notified by Department of Industries and Commerce (Controller of Stores), Govt. of Punjab vide notification no. COS/start-ups/2019/11288 dated 16-08-2019. The entity should be registered as a start-up as per chapter 16.1 of detailed scheme and operational guidelines, 2018 of Industrial and Business Development Policy 2017 issued by Department of Industries and Commerce, Govt. of Punjab. Registered Start-ups will submit the self attested copy of the registration alongwith their technical bid, in order to avail the relaxations.

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S. No.	Clause	Documents Required
1.	Form fee for Tender Document should have been submitted. (There is no exemption on this for any category)	INR 10,000/- (Rupees Ten Thousand Only) through online mode available on e-tendering portal https://eproc.punjab.gov.in . In case of any processing fees, it has to be borne by the bidder.
2.	EMD should have been submitted. (There is no exemption on this for any category)	INR 50,00,000/- (Rupees Fifty Lakh Only) through online mode available on e-tendering portal https://eproc.punjab.gov.in
3.	The Bidder should be registered under the Companies Act, 1956 or Companies Act, 2013 or a partnership Firm Registered under Indian Partnership Act, 1932/ 2013 or Limited Liability Partnership registered Under Indian Limited Liability Partnership Act, 2008	In case of a company, certificate of Incorporation should be submitted along with the Memorandum and Articles of Association. In case of a partnership firm or Limited Liability Partnership firm, Partnership deed and certificate of Registration should be submitted.
4.	The bidder must be the manufacturer of Smart Cards (including bar codes, QR Code or Magnetic Tape or Chip) for last 3 (Three) Financial Years i.e. from FY 2016-17 to FY 2018-19	Copies of documentary proof

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S. No.	Clause	Documents Required
5.	The Bidder should have conducted At least one successful work of smart card printing (including Bar codes, QR Codes, Magnetic tape or Chip based) for Central Government, State Government, PSU, Nationalized Banks or Centre/State Government Organization of value not less than Rs. 20 Crores or two orders of atleast Rs. 10 Crores each during last 3 (Three) financial years FY 2016-2017, FY 2017-2018, FY 2018-2019.	Copies of work orders mentioning the exact amount of the contract and satisfactory work completion certificate
6.	The Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors/Partners of the Bidder to sign the Bid on their behalf.	Power of Attorney/ Board Resolution executed by the bidder in favor of authorized signatory with resolution number and date
7.	The Bidder must have an average annual Turnover of at least Rupees 100 Crores for last three audited financial years FY 2016-2017, FY 2017-2018, FY 2018-2019 which should be from manufacturing and supply of printing of smart card business only.	<ul style="list-style-type: none"> • Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years FY 2016-2017, FY 2017-2018, FY 2018-2019. • Certificate duly signed by Statutory Auditor/ CA/ Company Secretary of the Bidder mentioning the turnover from smart card printing activities in each of the 3 given financial years.

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S. No.	Clause	Documents Required
8.	The Bidder should have positive net worth and should be a profit making company for each of the last three audited financial years FY 2016-2017, FY 2017-2018 and FY 2018-2019	Certificate duly signed by Statutory Auditor/ CA of the Bidder confirming the net-worth and profit after Tax paid for each of the specified years.
9.	Bidder should not have been black listed by any Government or quasi-Government entity in India (Centre / State / Local Bodies, PSU/ Nationalized banks or any State Organization etc.) for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on date of submission of Bid.	A self-certified letter as per the Annexure 15.1
10.	The bidder must possess a valid GSTIN and PAN No.	Copy of the GST Certificate and PAN; however, payment will be made on using GSTN of Punjab only
11.	The bidder must possess IBA and MasterCard/ Visa/ RuPay Certification for secure card manufacturing process	Copies of valid certificates

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S. No.	Clause	Documents Required
12.	Bidder has to submit a SCOSTA Compliance Certificate	Copies of the valid certificate
13.	Bidder should have neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.	A self-certified letter as per the Annexure 15.3
14.	The bidder must possess the following ISO Certification: ISO 9001:2015, ISO 14001:2015, ISO 14298, ISO 18001:2007, ISO 27001:2013, ISO 20000-1:2011	Copies of the valid certifications
15.	Bidder must have successfully completed at least one single work order of Smart card supplies of 40 lakh cards (Bar Codes, QR Codes, Magnetic Tapes or chip based) within the last 3 financial years FY 2016-2017, FY 2017-2018, FY 2018-2019.	Copies of work orders mentioning the exact number of smart cards and satisfactory work completion certificate along with the sample card.

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S. No.	Clause	Documents Required
16.	Bidder has to submit a test report of the smart card from the 3 rd party Laboratory as per the Technical specifications of the card mentioned in section 6.1 of this document	Original report from the laboratory having ISO 17025 certification. Laboratory ISO certificate needs to be submitted as well.

Note: All documents needs to be scanned and uploaded. No Physical copies are required.

Section 6: Terms of Reference

This section is divided into two parts:

- 1) Technical Specifications of the Smart Ration Card along with the sample
- 2) Functional Requirements of the project.
- 3) Delivery schedule

6.1 Technical Specifications of the Smart Ration Card along with the sample

- a) Microprocessor based Integrated Circuit card with contacts and with a minimum of 64 KB flash compliant ROM with ISO/IEC 7816-1,2 & 3
- b) ISO. IEC 7810 ID-1 format card body material shall be made of Poly Vinyl Chloride (PVC) of 760 micron thickness, card body background artwork shall have micro text. Artwork will be shared after the project award.
- c) Size of the card – 85.6mm length (minimum 85.47mm, maximum 85.72mm), 53.98mm Width (Minimum 53.92mm, maximum 54.03mm), thickness of the card - .76mm (minimum .76mm, maximum .84mm), chip/sim card size 3mm (25mm x 15mm)
- d) Card body shall be having a unique serial number on it.
- e) Smart Card manufacturer should provide ISO/IEC 10373 standard based test report on their sample PVC card from an independent internationally recognized 3rd party laboratory. Test report should show card compliance to ISO 7810 standard for minimum below tests:
 - Card dimensions in accordance with ISO/IEC 7810 ID-1 format
 - Card war page in accordance with ISO/IEC 7810
 - Dynamic bending test should pass one ISO cycle
 - Minimum peel strength for core to overlay of card body should be above ISO/IEC 7810 limit of .35N/cm when measured at any location on card
 - Card body resistance to heat at 50 degree Celsius.

The 3rd party independent laboratory where card is tested should show evidence in its experience to carry out such tests with accreditation to ISO 17025 standard.

- f) Supply Voltage 3V- nominal

- g) Smart Card OS should be certified to SCOSTA, including all addendums and errata or compliant to SCOSTA, including all addendums and errata with contact interface communication.
- h) Protocol T=0 or T=1
- i) The chip should be common criteria EAL5 + certificate, as per the relevant protection profile. In addition, chip should be properly encrypted so that the data can only be read using its decryption key which will be used in the Smart Card readers. This is to avoid the duplication of the cards.
- j) Card retention should be for min 5 years
- k) Minimum 3,00,000 write cycles
- l) Operation ambient temperature range -25 to 55 degrees Celsius
- m) Chip shall support operating humidity -5% to 95% relative humidity non condensing
- n) Smart cards must have data objects for card sequence number (Tag 5F34) and cards primary account number (TAG SA) at the MF level as per ISO 7816-6. Once programmed, these data objects cannot be changed.

6.1.1 Fields to be printed on the Smart card:

- Logo of the Government of Punjab
- Name of the scheme: Smart Card Ration Scheme
- Name of the Department: Food, Civil Supplies and Consumer Affairs, Punjab
- Ration Card Number: 12 digit number
- Name of the District, Block, Village
- Name of the Head of the Family
- FPS Owner Name
- Address of the beneficiary
- Particulars of Family members

Note: Bidder has to submit the commercial bid considering the double side printing on the card. Above mentioned fields are not final and can be increased or decreased. Decision of Purchaser in this regard would be final.

6.1.2 Quality of the Cards:

- a) The finished cards shall be compatible to personalization using appropriate good quality printing process.

- b) Quality of the Smart Ration Cards should be guaranteed for five years (after delivery to the Department) meeting the below specifications:
- Non-peeling of the overlays on use
 - Non-breakage due to the card material becoming brittle
 - Non-leakage, non-smudging, non-erasure of the text and Image
- c) The finished cards should of excellent quality meeting the quality test standards as mentioned in section 6.1 of this RFP. Department may also test samples from the supplied lots from a third party agency. The expense to be incurred on this test will be borne by the successful bidder.

6.1.3 Printing:

Static information and Personalization printing should be done using appropriate good quality printing technology.

6.2 Functional Requirements of the project.

The broad scope of work of the successful bidder is as below:

- a) To manufacture smart ration cards with static information and personalize the card based on the data provided by the Department. The final design layout of the Smart Ration card will be provided by the successful bidder before signing of the agreement. Successful bidder is to provide the approved image file of the smart card in either Adobe Illustrator (.ai) / Corel draw (.cdr) format.
- b) To package (in cartons) the finished cards along into FPS wise and Distribution Centre wise groups for each district.
- c) To deliver the distribution center wise packaged cartons to the DFSC of each district.
- d) To deliver approximately 37 lakh personalized cards during the contract period. Also provision for an additional cards, on the same rate quoted in the proposal, for ongoing maintenance related activity during the contract period.
- e) For Bulk card personalization: Department will be giving the fields for the card; however, successful bidder has to ensure proper printing as per the approved design and delivery at all the delivery locations as mentioned in the RFP. During the contract period, the Department will inform the successful bidder (from time to time) about the quantity of personalized cards to be delivered. This quantity can vary and is at the discretion of the department. However the Department shall endeavor to give a substantial quantity in each request. It is envisaged by the Department that the complete work needs to be completed within a span of 6 weeks from the date of

signing of the agreement which includes printing and delivery of the Smart cards at all the districts of the Punjab.

- f) For Ongoing 'Maintenance' card personalization: During the contract period, the bidder will have to supply finished cards as per the needs of the Department. Maintenance shall mean creation of new cards due to any reason that is not attributable to the vendor.
- g) Contract period: Contract period for supply, personalization and ongoing maintenance would be 1 year from the award of the contract and can be mutually extendable
- h) For cards not working or damaged or received broken: Successful bidder has to replace the card within 7 days from the day complaint is received.
- i) Successful bidder has to ensure proper handshake with the smart card reader vendor so that the transactions should be carried with ease and there should be no hassles for the beneficiaries.

6.3 Delivery Schedule

Successful bidder has to ensure that the all the smart cards are successfully delivered in all the districts of Punjab as per the below mentioned delivery schedule:

S.No	Delivery Schedule	Dates
1	6 Districts	On or Before 1st of March 2020
2	6 Districts	On or Before 15th March 2020
3	5 Districts	On or before 31st March 2020
4	5 Districts	On or before 15 th April 2020

The name of the districts will be provided by the Purchaser at the time of the Letter of Award.

6.4 For cards lost or damaged by the beneficiary:

Beneficiary will have to inform the Local Food supply office from where the letter/ email will be sent to the Successful Bidder email address with a copy to Head Office.

Successful bidder has to ensure the delivery of the new card at the same office from where the email is received within 7 business days from the day email is received. On delivery of the new card, successful bidder can collect the amount of the card from the Food Supply Office where the card is delivered.

Amount to be collected for the new card will be decided by the Department and will be communicated to the Successful bidder after the contract is awarded.

Section 7: Payment Schedule and Deliverables

Payment to successful bidder shall be released as per the below milestones:

Sr. No.	Milestones	Payment (% of total cost of Project value)
1.	Successful delivery of Smart Ration cards in 6 districts - this payment will be released post acceptance sign off by all the respective DFSCs. Complete delivery report (mentioning the number of cards) and sign off report for these 6 districts needs to be submitted by successful bidder to the Purchaser.	15%
2.	Successful delivery of Smart Ration cards in 6 districts - this payment will be released post acceptance sign off by all the respective DFSCs. Complete delivery report (mentioning the number of cards) and sign off report for these 6 districts needs to be submitted by successful bidder to the Purchaser.	15%
3.	Successful delivery of Smart Ration cards in 5 districts - this payment will be released post acceptance sign off by all the respective DFSCs. Complete delivery report (mentioning the number of cards) and sign off report for these 6 districts needs to be submitted by successful bidder to the Purchaser.	15%
4.	Successful delivery of Smart Ration cards in 5 districts - this payment will be released post acceptance sign off by all the respective DFSCs. Complete delivery report (mentioning the number of cards) and sign off report for these 6 districts needs to be	15%

Tender document for Selection of Implementing agency for personalization and supply of Smart Ration Cards in the State of Punjab

	submitted by successful bidder to the Purchaser.	
5.	1000 transactions per district using Smart Ration cards - this payment will be released post successful transaction record is checked from the back end.	20%
6.	End of one complete distribution cycle	20%

Note:

- 1. Payment for any of the milestones will only and only be released post submission of the Performance Bank Guarantee to the Purchaser.**
- 2. The Purchaser reserves the right to deduct portion of the agreed fee of the successful Bidder, in case of any deficiency in the services rendered as per the Section 14 of this document.**
- 3. Successful Bidder has to submit the complete breakup of the commercials which includes Card cost, printing cost, manpower, contract cost, maintenance cost etc. in detail after the award of the contract to the Purchaser and before signing of the agreement.**

Section 8: Financial Bid Evaluation

Bidders who qualifies the Eligibility Criteria as per Section 5 of this document will be eligible for the Financial Bid Evaluation. Purchaser's decision regarding Bidder's eligibility will be final and binding on all the Bidders.

Financial bid needs to be submitted on the State e-tender portal only i.e. <https://eproc.punjab.gov.in>. No hard copies or Scanned copies will be accepted.

Format for the Financial Bid is given below:

Sr. No.	Amount (In Figures) for supply and personalization of 37 lakh Smart Ration Cards inclusive of all the taxes	Amount (In Words) for supply and personalization of 37 lakhs Smart Ration Cards inclusive of all the taxes

Purchaser reserves the right to increase or decrease the number of cards at any moment of time. Decision of the Purchaser will be final in this regard.

Section 9: Bid Evaluation Process

9.1 Pre-Bid

Pre bid meeting will be conducted on 13/01/2020 in the office of the Director, Department of Food, Civil Supplies and Consumer Affairs, Government of Punjab, Anaaj Bhawan, Sector 39-C, Chandigarh – 160036 at 11AM where all the bidders can participate and clear any of the queries by giving that in writing. Bidders can request for any clarifications by submitting the queries in writing to the Purchaser on the letter head of the company/ firm as per the below format on or before the pre bid meeting on **punjabpds.pmu@gmail.com** and corrigendum (if required) on will be released as per the date and time mentioned in the document control sheet of this tender document.

S.No	Page No.	RFP Clause No.	Clarification Sought
1.			
2.			

9.2 Opening of the Prequalification cum Technical Bid

Purchaser will open all the Bids on the date decided as per the Document Control Sheet and bidders can view the bid online at their own locations through the online portal <https://eproc.punjab.gov.in>. In case Bidder or its representative wish to be present at the time of bid opening, they can make themselves available; however, only two persons for each participating bidder's shall be allowed to attend the Bid opening meetings. In event of date of Bid opening being declared a holiday, Bids shall be opened at the same time and location on the next working day.

9.3 Evaluation of the Prequalification cum Technical Bid

- 1) The Qualification Bids of Bidders, whose Form fee and EMD is not in order shall be summarily rejected.

- 2) Bidders are required to fulfill all the Qualification conditions mentioned in Eligibility Criteria of this Tender document. Purchaser will examine the Bids for their completeness and conformity to requirements of this document. Decision of Purchaser in this regard will be final and binding on all the bidders.
- 3) The Commercial Bids of disqualified Bidders will not be opened.

9.4 Evaluation of Commercial/ Financial Bid

- Purchaser will select the successful Bidder (L1) through the Bidding Process on the basis of lowest total contract value (TCV), submitted by the Bidder. Intimation would automatically be sent to the unsuccessful Bidders through the e-tendering portal.
- In case of a tie where the total contract value of two or more bidders match, bidder who has more average annual turnover value in the last three audited financial years as submitted in the eligibility criteria section will be selected as L1.
- Purchaser's decision regarding Bidder's selection will be final and binding on all the Bidders.

9.5 Waivers

Purchaser may waive any minor informality or nonconformity or irregularity in a bid, which does not constitute a material deviation, provided. Such waiver does not prejudice or affect the relative ranking of any Bidder.

Section 10: Instructions to Bidders

10.1 General

- All information supplied by bidders shall be treated as contractually binding on the bidders on successful award of the assignment by Purchaser on the basis of this tender.
- No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Purchaser. Purchaser may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of Purchaser.
- This RFP does not constitute an offer by Purchaser. The bidder's participation in this process may result in Purchaser selecting the bidder to engage towards execution of the contract.

10.2 Validity of the bids

- Bids shall remain valid till February 2021 from the date of submission of bids. Purchaser reserves the right to reject a proposal valid for a shorter period as non-responsive.
- In exceptional circumstances, Purchaser may solicit the bidder's consent to extend the period of validity. The request and the response there to shall be made in writing. Extension of validity period by the bidder should be unconditional.
- Purchaser reserves the right to annul the tender process, or to accept or reject any or all the bids in whole or part at any time without assigning any reasons and without incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

10.3 Tender Document Fees

The bidder may download the tender document from the website as mentioned in document control sheet. The bidder shall furnish tender document fees, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet. Any processing fees associated with the tender document fees needs to be borne by the bidder. This fees in non-refundable and non-transferable.

10.4 Amendment to the Tender document

- Amendments necessitated due to any reasons, shall be made available on website only as provided in the document control sheet. It shall be the responsibility of

the bidders to keep on visiting the website to amend their bids incorporating the amendments so communicated through the website. Purchaser shall not be responsible for any oversight or negligence on part of the bidders on the amendments to the terms and conditions of the tender document and notified through the website.

- The corrigendum (if any) & any other related communication regarding this tender shall be posted only on the website and no separate communication either in writing or through email will be made to any interested/ participating bidders.
- Any such corrigendum(s) or addendum(s) or clarification(s) shall be deemed to be incorporated into the tender document.
- Purchaser, at its discretion and at any moment of time, may extend the last date for the receipt of Bids.

10.5 Clarifications on Submitted bids

During process of evaluation of the Bids, Purchaser may, at its discretion, ask Bidders for clarifications on their bids. The Bidders are required to respond within the prescribed time frame given for submission of such clarification.

10.6 Earnest Money Deposit (EMD)

- The bidder shall furnish EMD, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.
- The EMD shall be in Indian Rupees and bidder has to pay through online mode.
- EMD of the successful bidder will be released after the successful bidder signs the final agreement and furnishes the Performance Bank Guarantee (PBG) as performance security.
- EMD of all unsuccessful bidders would be refunded by Purchaser as promptly as possible after signing of the agreement with the successful bidder.
- The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
- The Earnest Money will be forfeited on account of one or more of the following reasons:-
 - ✓ Bidder withdraws its bid during the validity period specified in the RFP.
 - ✓ Bidder does not respond to requests for clarification of its bid.
 - ✓ Bidder fails to provide required information during the evaluation process or is found to be non-responsive.

- ✓ In case of a successful bidder, the said bidder fails to sign the contract in time; or furnish Performance Bank Guarantee in time.
- ✓ Bidder submits any forged document as per the eligibility criteria of this document

10.7 Preparation of Bid

The Bidder must comply with the following instructions during the preparation of Bid:

- The Bidder is expected & deemed to have carefully examined all the instructions, guidelines, forms, requirements, appendices and other information along with all terms and conditions and other formats of the bid. Failure to furnish all the necessary information as required by the bid or submission of a proposal not substantially responsive to all the requirements of the bid shall be at Bidder's own risk and may be liable for rejection.
- The Bid and all associated correspondence shall be written in English and shall conform to prescribed formats. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. Any interlineations, erasures or over writings shall be valid only if they are authenticated by the authorized person signing the Bid.
- The bid shall only be uploaded on the www.eproc.punjab.gov.in website by the Bidder or duly authorized person(s) to bind the Bidder to the contract. The bids submitted by fax/e-mail etc. shall not be accepted. No correspondence will be entertained on this matter.
- All payments / deposits / fees with respect to this tender shall be in Indian Rupee only.
- No bidder shall be allowed to modify, substitute, or withdraw the Bid after last date of its submission.
- The bidder shall be responsible for all costs incurred in connection with participation in the Bid process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by Purchaser to facilitate the evaluation process, in negotiating definitive "Successful bidders" and all such activities related to the bid process. Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- Every page of the documents submitted by the bidder must be duly signed by the authorized signatory of the bidder along with the Organization seal.
- Failure to comply with the below requirements shall lead to the Bid rejection:-
 - ✓ Comply with all requirements as set out within this RFP.
 - ✓ Submission of the forms and other particulars as specified in this RFP and respond to each element in the order as set out in this tender.
 - ✓ Non-submission of all supporting documentations specified in this RFP, corrigendum or any addendum issued.

10.8 Disqualifications

Purchaser may at its sole discretion and at any time during the evaluation of Bids, disqualify any Bidder, if the Bidder has:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- 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 financial years.
- Failed to provide clarifications related thereto, when sought;
- Submitted more than one Bid (directly/in-directly);
- Declared ineligible by the Government of India/State/UT Government for corrupt or fraudulent practices or blacklisted.
- Submitted a bid with price adjustment/variation provision.
- Documents are not submitted as specified in the RFP document.
- Suppressed any details related to bid.
- Submitted incomplete information, subjective, conditional offers and partial offers submitted or Not submitted documents as requested in this document
- Submitted bid with lesser validity period
- Any non-adherence/non-compliance to applicable RFP content

10.9 Deviations

Bids submitted with any deviations to the contents of the Tender Document will be considered as non-responsive. No deviation(s) / assumption(s) / recommendation(s) shall be allowed with the bid. Bidders must ensure that pre-bid meeting is attended by their authorized representatives so that all clarifications and assumptions are resolved before bid submission

10.10 Notification of Award of Contract

Purchaser will notify the Successful Bidder in writing about acceptance of their bid. The notification of award will constitute the formation of the contract after submission of performance bank guarantee.

10.11 Performance Bank Guarantee

Performance Bank Guarantee equivalent to 10% of the total contract value rounded off to the nearest thousand Indian Rupees from a Scheduled Commercial Bank in India in favour of Department of Food, Civil Supplies and Consumer Affairs, Punjab. It should be in the form of an unconditional, irrevocable and continuing Bank Guarantee as per the Annexure 15.2 and would remain valid until August 2021 from the day contract is signed. The claim period and other details of the Performance Bank Guarantee are as per Section 15.2 of this document. The Performance Bank Guarantee shall be submitted within 7 (Seven) days from the day Tender is awarded.

Performance Bank Guarantee would be returned only after adjusting/recovering any dues recoverable/payable from/by the Bidder on any account under the contract. EMD of successful bidder will be returned on the submission of performance bank guarantee.

10.12 Signing of the Contract

- The Successful Bidder will sign the contract with Purchaser within 7 working days of the release of notification and submission of Performance Bank Guarantee.
- After signing of the contract, no variation in or modification of the terms of the contract shall be made except by mutual written amendment signed by both the parties.

10.13 Fraud and Corrupt Malpractices

All the Bidders must observe the highest standards of ethics during the process of selection of "Successful Bidder" and during the performance and execution of contract. For this purpose, definitions of the terms are set forth as follows:

- **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Purchaser or its personnel in contract executions.

- **"Fraudulent practice"** means a misrepresentation of facts, in order to influence a selection process or the execution of a contract, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or noncompetitive levels and to deprive Purchaser - of the benefits of free and open competition.
- **"Unfair trade practice"** means supply of services different from what is ordered on, or change in the Scope of Work.
- **"Coercive practice"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or execution of contract.
- Purchaser will reject a proposal for award, if it determines that the Bidder recommended for award, has been determined to having been engaged in corrupt, fraudulent, unfair trade or Coercive practices.
- Purchaser will declare a bidder ineligible, either indefinitely or for a stated period of time, for award of contract, if bidder is found to be engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract at any point of time.

10.14 Confidentiality

The Successful Bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or the Purchaser or operations without the prior written consent of the Department.

10.15 Duties, Taxes and Statutory Levies

- 1) The Bidder shall bear all personal taxes levied or imposed on account of payment received under this Contract.
- 2) The Bidder shall bear all corporate taxes, levied or imposed on account of payments received from Purchaser for the work done under this Contract.
- 3) Bidder shall bear all taxes and duties etc. levied or imposed under the Contract including but not limited to GST, Sales Tax, Customs duty, Excise duty, Octroi, Service Tax, Income Tax levied under Indian Income Tax Act – 1961 or any amendment thereof up to the date for submission of final price bid, i.e., on account of payments received by him for the work done under the Contract. It shall be the responsibility of the Bidder to submit to the concerned tax authorities the returns and all other

connected documents required for this purpose. The Bidder shall also provide such information to the Purchaser from time to time, as it may be required in regard to the Bidder's details of payment made by the Purchaser under the Contract for proper assessment of taxes and duties. The amount of tax withheld by Purchaser shall at all times be in accordance with Indian Tax Law and will furnish to the Bidder original certificates (Challans) for tax deduction at source and paid to the Tax Authorities.

- 4) If, after the date of this Agreement, there is any change of rate of levy under the existing applicable laws of India with respect to taxes and duties, which are directly payable by the Purchaser for providing the goods and services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Successful Bidder in performing the Services, then the remuneration and reimbursable expense otherwise payable to the Successful Bidder under this Agreement shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made. However, in case of any new or fresh tax or levy imposed after submission of the proposal, the Successful bidder shall be entitled to reimbursement on submission of proof of payment of such tax or levy.
- 5) The Bidder shall be solely responsible for the payment /fulfillment of its tax liabilities and obligations under the Income Tax Act and other such laws in force and Purchaser shall not bear responsibility for the same.

Section 11: Award of Contract

11.1 Notification to Bidder

Purchaser will notify the successful Bidder online that its proposal has been accepted. The notification of award, termed as Letter of Intent or LOI in sections to follow, will lead to signing of the Contract. Upon the successful Bidder's furnishing of performance bank guarantee, Purchaser will promptly notify each unsuccessful Bidder online and EMD will be returned as per the RFP.

11.2 Signing of the Contract

Purchaser shall enter into a Contract, incorporating all Agreements, as specified in this document, with the successful Bidder. Successful bidder shall sign the agreement within 7 business days of award of contract.

11.3 Validity of the Contract

The Contract / Agreement will be valid till February 2021, with the provision for extension based on requirement. The contract may be extended for a further period at the same terms and conditions subject to mutual consent.

11.4 Expenses for the Contract

The incidental expenses of execution of Contract shall be borne by the successful Bidder.

11.5 Failure to abide by the terms of Contract

Failure of the successful Bidder to agree with the Terms & Conditions of the Contract shall constitute sufficient reason for the annulment of the award, in which Purchaser may forfeit the EMD, Performance Bank Guarantee or both. In this case, an offer will be made to second bidder with the highest composite score, else, re-tendering will be done.

11.6 Invoicing

- 1) The Successful bidder needs to obtain Approval from Purchaser after every deliverable. Following this, the Successful bidder shall submit invoice to Purchaser along with successful certificate.
- 2) The invoices shall be raised using GST No. of Punjab only.

Section 12: General Contract Conditions

12.1 Standards of Performance

The Successful Bidder shall deliver the services and carry out their obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Successful Bidder shall always act in respect of any matter relating to this contract as faithful Successful bidder to the Purchaser. The Successful bidder shall always support and safeguard the legitimate interests of the Purchaser, in any dealings with the third party. The Successful bidder shall conform to the standards laid down in the RFP in totality.

12.2 Contract Period

The contract signed with “Successful Bidder” shall be valid till February 2021 from the date of signing of contract. If the services of the Successful Bidder are found satisfactory, contract may be extended by mutual consent on the same terms & conditions.

12.3 Prices

- The smart card charges quoted in the commercial bid shall be inclusive of all statutory duties & taxes.
- The prices shall remain valid for the complete contractual period. No upward revision in prices will be accepted after opening of the bids and during the validity of the contract. However, the “Successful Bidder” will pass on the benefit of any downward revision in the prices to the Purchaser. Such downward revision in prices (or a better price offer by the Successful bidder) must be intimated to the Purchaser in writing. Such downward revision in prices shall be in proportion (or higher) to decrease in the publicly declared rates of the Successful Bidder or its sub-contractors/ partners/ vendors. Purchaser will validate the downward revision of prices and notify the new prices to the successful bidder. The revised prices, once notified by Purchaser, shall apply for all in-force and subsequent work orders. All invoices of in-force work orders too shall make immediate reference to the revised rates from the date on which the Successful bidder intimates the Purchaser.
- In case it comes to the notice of the Purchaser that there has been a significant decrease in prices in the market, the Purchaser may request the concerned “Successful Bidder”, to revise the prices accordingly.

- Once the contract is awarded, successful bidder will have to provide the complete breakup of the price separately for the price quoted for supply and personalization of Smart ration card as per this RFP.

12.4 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India and the State of Punjab.

12.5 Termination of Contract or Work Orders

12.5.1 Termination of Contract for default:

- The Purchaser without prejudice to any other remedy for breach of Contract, by a written notice of not less than 7 (Seven) days sent to the Successful Bidder may terminate the Contract/ blacklist in whole or in part for any of the following reasons:
 - ✓ If the Successful Bidder fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or
 - ✓ If the Successful Bidder fails to bid or respond for three consecutive bid given by the Purchaser without assigning any satisfactory reason to Purchaser in writing or on email; or
 - ✓ If the Successful Bidder fails to perform any other obligation(s) under the contract; or
 - ✓ Laxity in adherence to standards laid down by the Purchaser; or
 - ✓ Discrepancies/deviations in the agreed processes and/or Services; or
 - ✓ Violations of terms and conditions stipulated in this RFP.
- In the event the Purchaser terminates the Contract in whole or in part for the breaches attributable to the Successful Bidder, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Successful Bidder shall be liable to the Purchaser for any increase in cost for such similar Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.
- If the contract is terminated under any termination clause, the Successful Bidder shall handover all documents/ executable/ Purchaser data or any other relevant information to the Purchaser in timely manner and in proper format as per scope

of this RFP and shall also support the orderly transition to another vendor or to the Purchaser.

- During the transition, the Successful bidder shall also support the Purchaser on technical queries/support on process implementation or in case of any provision for future upgrades.
- The Purchaser right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- In the event of failure of the Successful Bidder to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Purchaser at its sole discretion may make alternate arrangement for getting the Services contracted with another vendor. In such case, the Purchaser shall give prior notice to the existing Successful Bidder. The existing Successful Bidder shall continue to provide services as per the terms of contract until a 'New Service Provider' completely takes over the work. During the transition phase, the existing Successful Bidder shall render all reasonable assistance to the new Service Provider within such period prescribed by the Purchaser, at no extra cost, for ensuring smooth switch over and continuity of services. If existing Successful bidder is breach of this obligation, they shall be liable for paying a penalty of as provided in Penalty Section of this document, which may be settled from the payment of invoices or Performance Bank Guarantee for the contracted period or by invocation of Performance Bank Guarantee. Purchaser or the

“Successful Bidder” can terminate the contract in the event of default of terms and conditions of this RFP or the contract by the other party by giving 1 month written notice.

12.5.2 Termination of contract for Convenience:

Purchaser reserves the right to terminate, by prior written 1 months' notice, the whole or part of the contract, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

12.5.3 Termination of contract for Insolvency, Dissolution, etc.:

Purchaser may at any time terminate the Contract by giving written notice of not less than 7 (seven) days to the Successful bidder, if the concerned “Successful bidder” becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event termination will be without

compensation to the “Successful bidder” provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Purchaser.

12.6 Exit Management

- The duration of Exit Management will normally be of 1 month from date of termination or one month prior to expiry of contract / work order. In case of providing services post termination or post expiry of the work order, the Purchaser will pay for the services consumed during the exit management period.
- During the exit management period and for 30 days post expiry of the work order / contract, the Successful bidder will not take action to stop the work as mentioned in this RFP as a result of the termination or expiry of contract / work order. In addition, during such period, the Successful Bidder will permit the Purchaser or its nominated agency to assess the existing services being delivered as per RFP.
- During the exit management period, the Successful Bidder shall ensure supply of all services as per the work order/ RFP so that the business of the Purchaser is not affected.
- The Successful Bidder shall provide all such information as may reasonably be necessary to affect as seamless a handover as practicable in the circumstances to Purchaser / replacement Agency and which the Successful Bidder has in its possession or control at any time during the exit management period.
- All information (including but not limited to documents, records and agreements) in digital and/ or paper form relating to the services reasonably necessary to enable Purchaser and its nominated agencies to carry out due diligence in order to transition the provision of the Services to Purchaser or its nominated agencies, must be maintained by the Successful Bidder from commencement of the services.
- The Purchaser will issue a written sign-off after the successful transition from the Successful Bidder. Successful Bidder shall not delete any content till such a written signoff is provided by the Purchaser along with an explicit request to delete/ remove the content.
- The Successful Bidder will be paid only for the services rendered until the services are being rendered by the Successful Bidder. If the sign-off is provided before the exit management period is over, the applicable charges will only be paid until the sign-off.

- The payment for the final month invoice along with any applicable exit management service costs will be paid only on the written sign-off from the Client.

12.7 Loss of Property and/or Life

- Any loss of property and / or life during preparations of the event and the event itself would be borne entirely by the Successful Bidder and Purchaser shall not be held liable for any claims. The Successful Bidder shall be responsible for the payments arising out of any Third Party claims. The Successful Bidder shall procure insurance for meeting such liabilities at his own expense.
- The Successful bidder shall maintain the ecological balance by preventing deforestation, water pollution and defacing of natural landscape.
- The Successful bidder shall abide by all the acts/laws prevalent in the country.

12.8 Representations and Warranties

The Successful Bidder represents and warrants that all services performed under this Agreement shall be of professional quality conforming to generally accepted industry practices. If in the opinion of the purchaser, any work done or supply made or service rendered by the successful bidder is deficient in any manner in comparison to the prescribed standards, purchaser shall be at liberty to impose penalty on the successful bidder.

12.9 Force Majeure

- **“Force Majeure”** means an event beyond the control of the Successful Bidder and not involving his fault or negligence which are unforeseeable, restricted to, act of wars, riots or natural calamities.
- If a Force Majeure situation arises, the Successful Bidder shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Successful Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- The Successful Bidder shall not be liable for forfeiture of its PBG or termination of contract for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

12.10 Resolution of Disputes

If any dispute arises between parties, then these would be resolved in following ways:

- **Amicable Settlement:** Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation 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 7 days after receipt. If that party fails to respond within 7 days, or the dispute cannot be amicably settled within 10 days following the response of that party, then the same would be referred for arbitration.
- **Arbitration:** In case dispute arising between the parties, which has not been settled amicably as stated above, the aggrieved party shall refer the dispute for Arbitration under Arbitration and Conciliation Act, 1996 to an arbitrator appointed by the Purchaser. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or reenactment thereof, shall apply to these arbitration proceedings.
- Arbitration proceedings will be held at Chandigarh.
- The decision of the arbitrator shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitration as determined by the arbitrator shall be borne equally by Purchaser and the “Successful bidder”. However, the expenses incurred by each party in connection with the preparation, presentation and litigation shall be borne by the party itself.

12.11 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh, India only.

12.12 Other Information

- The successful bidder needs to ensure that blueprint of the Smart Card is approved by the purchaser. Post approval of the blue print, successful bidder need to showcase the trial run of the transaction which has to be verified and

approved by the Purchaser before going ahead with the printing and distribution of the smart cards in all the districts of Punjab. The successful bidder shall be responsible to develop graphical software to do physical data personalization as per the requirement and need to develop QC tool to verify the chip and physical data.

- The successful bidder will have to get all the data to be printed from the department and has to ensure that data is not shared with anyone without the permission of the Purchaser.
- The ownership of any data and the printed smart cards will at all-time rest with Purchaser and the Selected Bidder will have no proprietary or other rights in respect of the same.
- The Successful Bidder will be responsible for copy right issues concerning usage of images, text material, etc. obtained through various sources. Purchaser will not be a party to any disputes arising out of copyright violation by the Successful Bidder.
- The Successful Bidder will be responsible for obtaining any permission that may be required for undertaking work as detailed in this RFP document. Purchaser may assist the Successful Bidder in this regard, wherever possible.
- The Successful Bidder will at no time resort to plagiarism. Purchaser will not be a party to any dispute arising on account of plagiarism resorted to by the Successful Bidder. The Successful Bidder will indemnify Purchaser against any claim, laws, damages, etc. arising out of the Successful Bidder having resorted to plagiarism or violation & IPR of any third party.

Section 13: Reporting of Issues

The successful Bidder needs to provide the contact numbers of the Helpdesk support, email ID and addresses of at least 3 representatives of successful bidders. Any issue encountered with respect to any card/ transaction as per the scope of work will be reported to the respective Helpdesk/ bidder representative by Purchaser or its officials via email or phone. It is the responsibility of successful Bidder to track the incident and ensure resolution within the prescribed SLA timelines specified in Section 14. Once incident has been resolved, confirmation email needs to be sent back to the person who reported the issue.

In case there is a change in the process for reporting issues, it will be appropriately communicated to successful Bidder. The Helpdesk or the representatives should be available during the normal business hours i.e. 10 am to 6 pm during all working days of the week. The Helpdesk operators/ Bidder representatives would have to perform various activities including:

1) Understanding the query/issue in the reported request. Query could be related to the following:

- Technical Issue
- Mismanagement
- Non availability of the material
- Required Representatives not available on the field at the time of the distribution of cards etc.

2) Providing information/clarification on the spot in case of an informational query or providing necessary troubleshooting assistance in case of a logged issue.

3) Forwarding the case to concerned representative of the successful bidder if the issue cannot be instantly resolved on the call and is related to something else which needs discussion.

4) In case of technical issues for which a resolution is not possible instantly, the operator will submit the request into the system for escalation and further action by the successful bidder's team.

Section 14: Service Level Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service, which shall be provided by the Selected Bidder to Purchaser for the duration of this Contract. Purchaser may regularly review the performance of the services being provided by the Selected Bidder and the effectiveness of this SLA. For purposes of this Service Level Agreement, the definitions and terms as specified in the Contract along with the following terms shall have the meanings set forth below-

- 1) "Incident" refers to any event specifying the defect in any of the deliverable/ printing as per this tender document.
- 2) "Resolution Time" shall mean the time taken (after the incident has been reported at the helpdesk/ representatives of the bidder) in resolving [diagnosing, troubleshooting and fixing] or time taken to resolve any of the issue highlighted by the Department or its representatives.

14.1 Penalties

Sr. No.	Issue	Criticality	Resolution Time	Penalty
1.	The successful Bidder needs to deliver 100% milestone as per the timelines shared in the Payment terms section.	High	As per the timelines	No penalty
			Delay within 24 hours	1% of the concerned milestone value for delay with 24 hours
			Within 24 to 48 hours	2% of the concerned milestone value for delay of 24 to 48 Hours
			Within 48 to 72 hours	3% of the concerned milestone value for delay of 48 to 72

Tender document for Selection of Implementing agency for personalization and supply of Smart Ration Cards in the State of Punjab

				Hours	
				More than 72 hours	5% of the milestone value per delay of 72 hours to 1 week or part thereof
				More than 2 weeks	To be treated as Termination of Contract for Default
2.	The successful Bidder needs to resolve/ address the issues post-delivery of every milestone or as and when it comes. Note: This penalty will be calculated from the last payment milestone.	High	Within 24 hours from the time issue is logged	No penalty	
			Within 24 to 48 hours	1% of the milestone value for delay of 24 to 48 hours	
			Within 48 to 72 hours	3% of the milestone value for delay of 48 to 72 hours	
			More than 72 hours	5% of the milestone value per delay of 72 hours to 1 week or part thereof	
			More than 2 weeks	To be treated as Material Breach	

1. Any damage caused to the reputation of the Purchaser or the Government of Punjab due to any mismanagement or execution of the event by the Successful Bidder or its representatives, it will be liable to pay 5 times the cost of the milestone as defined in the Payment schedule section of this document to the Purchaser within 15 days or else Purchaser will take legal action against the Successful Bidder. Purchaser reserves the right to deduct this penalty from the PBG which will be submitted by the successful bidder to the Purchaser.

2. If the Successful Bidder uses the brand/name of the Purchaser for any other commercial purpose without its permission, Successful bidder will be liable to pay the penalties imposed by the Purchaser. Penalty will be decided by the Purchaser in this case.
3. If the Successful bidder after taking up the work, leaves it incomplete/ delayed due to any reason, the successful bidder would have to pay 2 times the cost of the total contract value to the Purchaser.
4. In case Successful bidder is found sharing of the data with anyone without the permission of the Purchaser, purchaser shall be at liberty to impose penalty or initiate legal proceedings on the successful bidder. Penalty will be decided by the Purchaser in this case.
5. If in the opinion of the purchaser, any work done or supply made or service rendered by the successful bidder is deficient in any manner in comparison to the prescribed standards, purchaser shall be at liberty to impose penalty on the successful bidder. The Purchaser shall decide on the penalty to be imposed on the violation/ non-adherence to the service levels.

Section 15: Annexures

15.1 Self-Declaration on not being blacklisted (To be scanned and uploaded)

On company Letter head

Date: XX/XX/XXXX

To,

The Director,
Department of Food Civil Supplies and Consumer Affairs, Punjab
Anaaj Bhawan, Sector 39-C,
Chandigarh – 160036

Subject: Declaration on not being blacklisted by any State/Central Government department, nationalized banks, PSUs, agency, corporation, urban local body, or Quasi Government agencies of PSU

Dear Sir,

I/We hereby declare that as of date, (Name of the firm/company) is not blacklisted by any state/central /Local Government or quasi-government entity, department, nationalized banks, PSUs agency, corporation, body, or PSU in India for breach of any applicable law or violation of regulatory prescriptions or breach of Agreement/Contract.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

15.2 Format for Performance Bank Guarantee (Hard copy required post contract is awarded)

Performance Bank Guarantee (Draft Format)

Ref: _____

Date: _____

Bank Guarantee No.: _____

To,

The Director,
Department of Food Civil Supplies and Consumer Affairs, Punjab
Anaaj Bhawan, Sector 39-C,
Chandigarh – 160036

Dear Sir,

PERFORMANCE BANK GUARANTEE – For Selection of Implementing agency for personalization and supply of Smart Ration Cards in the State of Punjab WHEREAS

M/s. (name of Successful Bidder), a <company registered under the Companies Act, 1956/2013 or partnership firm registered under Indian Partnership act 1932/2013 or Limited Liability Partnership firm registered under the Indian Limited Liability Partnership act 2008, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated (herein after, referred to as “Contract”) with you for Selection of Implementing agency for personalization and supply of Smart Ration Cards in the State of Punjab in the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Successful Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favor for an amount of 10% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 10% of the Total Contract Value i.e.,.....<in words> without any demur.

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

This Performance Bank Guarantee shall continue and hold good till June 2021 from the date of signing of Contract, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until June 2021 from the date of signing of Contract.

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

We hereby expressly waive all our rights:

- i. Requiring to pursue legal remedies against the Department; and
- ii. For notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

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

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

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

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

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

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

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

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

This Performance Bank Guarantee shall be valid only till June 2021 from the date of signing of Contract.

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before June 2021.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this day 2020.

Yours faithfully,

For and on behalf of the Bank,

(Signature)

Designation

(Address of the Bank)

Note:

This guarantee will attract stamp duty as a security bond.

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

Note: In case of additional order, separate 10% Performance Bank Guarantee of the total value of raised quantity will have to be submitted/deposited by the selected bidder.

15.3 Self-Declaration

On company Letter head

Date: XX/XX/XXXX

To,
The Director,
Department of Food Civil Supplies and Consumer Affairs, Punjab
Anaaj Bhawan, Sector 39-C,
Chandigarh – 160036

Subject: Declaration on neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.

Dear Sir,

I/We hereby declare that as of date, (Name of the firm/company) is neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or agreement or have had any agreement terminated for breach.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title: