



RFP for Selection of Implementing agency for Personalization, Supply, Operation and Maintenance of Plastic E-Cards (Magnetic Stripe Based)

(Tender Ref. No. e-cards/Magnetic Stripe based/2024/2)

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

Disclaimer

The information contained in this RFP or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form by or on behalf of Director, Department of Food, Civil Supplies & Consumer Affairs (DFCS), Government of Punjab ("**Purchaser**") is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP document is not an agreement and is not an offer or invitation by Purchaser to any parties other than the applicants who are qualified to submit the bids ("**Bidders**"). The purpose of this document is to provide the Bidder(s) with information to assist the formulation of their proposals. This document does not claim to contain all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for Purchaser and its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this RFP document or to correct any inaccuracies therein that may appear in this RFP document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any contract or arrangement relating to the proposed Project.

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.

Table of Contents

Section 1: Notice Inviting Tender	8
Section 2: Abbreviations and Definitions	9
2.1 Abbreviations	9
2.2 Definitions	10
Section 3: Introduction	12
Section 4: Document Control Sheet	13
Section 5: Technical Qualification Criteria	15
Section 6: Terms of Reference	21
6.1 Technical Specifications	21
A. Magnetic Stripe based Plastic e-card Specifications:	21
6.1.1 Fields to be printed on the Plastic e-card:	22
6.1.2 Quality of the Cards:	23
6.2 Functional Requirements of the project.	24
6.3 Delivery Schedule	24
6.4 For lost/damaged/ Stolen cards:	25
Section 7: Payment Schedule and Deliverables	26
Section 8: Financial Bid Evaluation	28
Section 9: Bid Evaluation Process	29
9.1 Pre-Bid	29
9.2 Opening of the Technical Bids	29
9.3 Evaluation of the Technical Bids	29
9.4 Evaluation of Financial Bid	30
9.5 Reverse Auction	30
Section 10: Instructions to Bidders	31
10.1 General	31
10.2 Validity of the bids	31
10.3 Tender Fee	31
10.4 Amendment to the Tender document	31
10.5 Clarifications on Submitted bids	32
10.6 Earnest Money Deposit (EMD)	32
10.7 Preparation of Bid	32
10.8 Disqualifications	33
10.9 Deviations	34

10.10 Notification of Award of Contract	34
10.11 Performance Bank Guarantee.....	34
10.12 Signing of the Contract.....	35
10.13 Fraud or Corrupt Malpractices.....	35
10.14 Confidentiality	36
10.15 Duties, Taxes and Statutory Levies	36
Section 11: Award of Contract	38
11.1 Notification to Bidder.....	38
11.2 Signing of the Contract.....	38
11.3 Validity of the Contract and Data Retention Obligation.....	38
11.4 Expenses for the Contract	38
11.5 Failure to abide by the terms of Contract	38
11.6 Invoicing.....	39
Section 12: General Contract Conditions.....	39
12.1 Standards of Performance	39
12.2 Prices.....	39
12.3 Applicable Laws	40
12.4 Termination of Contract or Work Orders	40
12.4.1 Termination of Contract for default:	40
12.4.2 Termination of contract for Convenience:	41
12.4.3 Termination of contract for Insolvency, Dissolution, etc.:	42
12.5 Exit Management	42
12.6 Loss of Property and/or Life.....	42
12.7 Representations and Warranties	42
12.8 Force Majeure.....	43
12.9 Resolution of Disputes	43
12.10 Legal Jurisdiction	44
12.11 Indemnity.....	44
12.12 Other Information	44
Section 13: Reporting of Issues	45
Section 14: Service Level Agreement.....	47
14.1 Penalties	47
Section 15: Annexures.....	50

15.1 Self-Declaration on not being blacklisted (To be scanned and uploaded) - Notarized affidavit on stamp paper of Rs. 100/-)	50
15.2 Format for Performance Bank Guarantee (Hard copy required post contract is awarded)	51
15.3 Self-Declaration	56
15.4 Self-Declaration	57

Section 1: Notice Inviting Tender

Government of Punjab

Department of Food Civil Supplies & Consumer Affairs

Anaaj Bhawan, Sector 39-C, Chandigarh

Department of Food, Civil Supplies and Consumer Affairs, Govt. of Punjab invites online bids for the Selection of Implementing agency for personalization, Supply, Operation and Maintenance of Plastic e-cards (Magnetic Stripe Based) in the State of Punjab.

Closing date and time for bid submission is 02.01.2025 at 06.00 PM.

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

Additional Director (FD)

Section 2: Abbreviations and Definitions

2.1 Abbreviations

1.	CA	Chartered Accountant
2.	DFCS	Department of Food, Civil Supplies and Consumer Affairs
3.	DFSC	District Food Supply Controller
4.	EAL	Evaluation Assurance Level
5.	EMD	Earnest Money Deposit
6.	FY	Financial Year
7.	GOI	Government of India
8.	GSTN	Goods and Service Tax Number
9.	IA	Implementing Agency
10.	IBA	Indian Bank's Association
11.	IEC	International Electro technical Commission
12.	INR	Indian National Rupees
13.	IPR	Intellectual Property Rights
14.	ISO	International Organization for Standardization
15.	LCS	Least Cost Selection
16.	LOI	Letter of Intent
17.	MF	Master File
18.	MIS	Management Information System
19.	NFSA	National Food Security Act
20.	OS	Operating System
21.	PAN	Permanent Account Number
22.	PBG	Performance Bank Guarantee
23.	PDS	Public Distribution System
24.	PoA	Power of Attorney

25.	PSU	Public Sector Undertaking
26.	RFP	Request for Proposal
27.	SLA	Service Level Agreement
28.	T	Date of Signing of Contract
29.	TCV	Total Contract Value
30.	UDIN	Unique Document Identification Number
31.	UX	User Experience

2.2 Definitions

1.	Bidder	Companies/ Partnership firms/ Limited Liability Partnership Firms who submits the bid against this RFP, while competing with others, for providing services with respect to specific requirements in this RFP Document.
2.	Central/ State Government	Centre or State-run PSUs, Statutory bodies and co-operative societies.
3.	Competent Authority	Director, Department of Food, Civil Supplies and Consumer Affairs, Govt. of Punjab
4.	Day	Any day of the week including a Saturday or Sunday or a public holiday (As declared by Government of Punjab).
5.	Department/ Purchaser	Department of Food, Civil Supplies and Consumer Affairs, Govt. of Punjab
6.	Designated Authority	Departmental Official/ Committee who will approve all the deliverables submitted by the bidder.
7.	Project	This means personalization, supply, operation and maintenance of Plastic e-cards in the State of Punjab
8.	Plastic e-cards	Magnetic Stripe based plastic card meeting all the requirements mentioned in this RFP

9.	Successful Bidder/ Implementing Agency	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.
10.	Successful Event	Event for which work order and completion certificate of the work is available with the bidder
11.	Total Contract Value	This is the maximum gross value payable to the Successful Bidder which is agreed between the Purchaser and the Successful Bidder for the Project.
12.	Week	Designated timeframe consisting of all 7 days including any Public Holiday (as declared by Government of Punjab), Saturday and Sunday.

Section 3: Introduction

Department of Food, Civil Supplies and Consumer Affairs, Government of Punjab aims to promote e-governance and transparency in distribution of food grains under National Food Security Act (NFSA) 2013 in the State of Punjab by issuing Plastic e-cards to each beneficiary family enrolled under NFSA.

Accordingly, the Department intends to engage an Implementing agency for personalization, supply, operation and maintenance of Plastic e-cards to all the families/households registered under NFSA in the State of Punjab. These Plastic e-cards will empower the beneficiaries and help to access real-time information as well as obtain their entitlements by using this card which in turn will strengthen the Public Distribution system and enhance efficiency.

The Department by way of this RFP, seeks proposals from OEM's/ Manufacturers engaged in the business of manufacturing Magnetic Stripe based plastic e-cards. Interested bidders are invited to submit their proposals as per the terms and conditions set out in this RFP.

Section 4: Document Control Sheet

1.	RFP Inviting Authority and Address	Director, Department of Food, Civil Supplies & Consumer Affairs, Government of Punjab Anaaj Bhawan, Sector 39-C, Chandigarh – 160036 Email: fooddistribution.fcs@punjab.gov.in
2.	a) Name of the Work	Selection of an Implementing Agency for Personalization, Supply, Operation and Maintenance of Plastic E-Cards (Magnetic Stripe Based)
3.	a) RFP document availability	Can be downloaded from https://eproc.punjab.gov.in
	b) Cost of RFP 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 portal processing fees, it has to be borne separately by the bidder.
4.	Publication of RFP	02/12/2024
5.	Date, Time & Venue for Pre-Bid meeting	09/12/2024 at 11.30 AM in office of the Director, Food, Civil Supplies and Consumer Affairs, Govt. of Punjab, Anaaj Bhawan, Sector 39-C, Chandigarh – 160036 Bidders may also join the Pre-Bid through VC: Join Zoom Meeting https://us06web.zoom.us/j/87365263014?pwd=Zaa8A3b8AQeZr7UcVkJFRRLjFVW8olo.1 Meeting ID: 873 6526 3014 Passcode: 513078

6.	Release of corrigendum (if required) on the e-tendering portal www.eproc.punjab.gov.in	Any time before opening of the bids
7.	Earnest Money Deposit (EMD)	INR 40,00,000/- (Forty Lakh) only through online mode as available on e-tendering portal.
8.	Performance Bank Guarantee	10% of the contract Value
9.	Last date for submission, Time and Place of Bid	02/01/2025 by 6.00 PM on the e-tendering portal https://eproc.punjab.gov.in
10.	Date & Time for Opening of Technical bids	03/01/2025 at 11.00 AM
11.	Date & Time for Opening of Financial Bids	To be intimated online to the technically qualified bidders.
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: Technical Qualification Criteria

RFP 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 technical qualification 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 bidder may contact on helpdesk numbers 0172-2970263, 0172-2970284 (Punjab Government working days from 9.00 AM to 5.00 PM) and mobile +91-6284884511. Additional support options can also be seen at <https://eproc.punjab.gov.in/nicgep/app?page=FrontEndContactUs&service=page>.

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 RFP document.

The technical qualification criteria and the documents required are as under:

S. No.	Technical Criteria	Documents Required
1.	Fee for applying in the RFP should have been submitted. (There is no exemption of tender fee 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 portal processing fees, it has to be borne separately by the bidder.

S. No.	Technical Criteria	Documents Required
2.	Earnest Money Deposit (EMD) should have been submitted. (There is no exemption of EMD fee for any category)	INR 40,00,000/- (Rupees Forty 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 an OEM/manufacturer of Plastic e-cards for last 5 (Five) Financial Years i.e. from FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24.	Copies of atleast one valid purchase order and work completion certificate for each year or agreements clearly indicating the manufacturing of Plastic e-cards. Note: The Department reserves the right to verify the authenticity of the documents submitted and may request additional information if needed.
5.	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. Authorization letter Format attached at Annexure – 15.3

S. No.	Technical Criteria	Documents Required
6.	<p>The Bidder should have executed at least one successful work of Plastic e-card printing for Central Government or State Government Ministry/ Department/ Organization/ PSU/ Board/ Corporation or Nationalized Banks of value not less than Rs. 16 Crores or two orders of atleast Rs. 10 Crores each or three orders of atleast 8 Crores each during last 5 (Five) financial years i.e. from FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24.</p> <p>OR</p> <p>Bidder must have successfully completed at least one single work order of Plastic e-card supplies of atleast 32 lakh cards or two work orders of Plastic e-card Supplies of atleast 20 Lakh cards each or three work orders of Plastic e-card Supplies of atleast 16 lakh cards each to Central Government or State Government Ministry/ Department/ Organization/ PSU/ Board/ Corporation or Nationalized Banks during last 5 (Five) financial years i.e. from FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23, FY 2023-24.</p>	<p>Copies of work orders mentioning the exact amount of the contract/ Order Quantity and satisfactory work completion certificate.</p> <p>Note: In case of ongoing work where completion certificate cannot be produced, atleast one payment should have been received by the bidder.</p>

S. No.	Technical Criteria	Documents Required
7.	The Bidder should have positive net worth and should be a profit-making company for each of the last three audited financial years FY 2021-22, 2022-23 and 2023-24.	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.
8.	The Bidder must have an average annual turnover of at least Rupees 10 Crores from the business of manufacturing and supply of Plastic e-card only for last three audited financial years FY 2021-22, 2022-23 and 2023-24.	<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 2021-22, 2022-23 and 2023-24. • Certificate duly signed by Statutory Auditor/ CA/ Company Secretary of the Bidder mentioning the turnover from Plastic e-card printing activities in each of the 3 given financial years. • UDIN
9.	The bidder must possess a valid GSTIN and PAN No.	Copy of the GST Certificate and PAN
10.	The bidder must possess a valid IBA and MasterCard/ Visa/ RuPay Certification for secure card manufacturing process as on date of submission of bid.	Copies of valid certificates

S. No.	Technical Criteria	Documents Required
11.	<p>The bidder shall submit the undertaking that the bidder including its Directors, Partners and Officers:</p> <p>a. Has not been blacklisted/ Debarred by any Central Govt. or State Government Ministry/ Department/ PSU/ Agency/Board/ Organization in India at the time of submission of the bid due to any reason whatsoever.</p> <p>b. Has not been ever insolvent, in receivership, bankrupt or being wound up, doesn't have its affairs administered by court or judicial officer, doesn't have our business activities suspended and are not the subject of legal proceedings for any of the foregoing reasons.</p> <p>c. Have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications during last five years from the date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings as on date.</p>	<p>Notarized Affidavit on Stamp Paper of INR 100/- Format attached at Annexure 15.1</p>

S. No.	Technical Criteria	Documents Required
12.	The bidder must possess the following valid ISO Certification: ISO 9001:2015, ISO 14001:2015, ISO 14298, ISO 18001:2007, ISO 27001:2013, ISO 20000-1:2011 as on date of submission of bid.	Copies of the valid certifications
13.	Bidder has to submit a test report of the Plastic e-card from the ISO 17025 certified 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. Laboratory ISO certificate needs to be submitted as well. Bidder must provide at least 5 sample cards for testing, validated by an ISO 17025-accredited laboratory.
14.	Scanned copy of this RFP document, corrigendum (if any), clarification issued by Purchaser (If any), duly signed and stamp on each page by the authorized signatory of the bidder as a mark of acceptance of all conditions of this RFP.	Scanned and signed copy of the RFP along with a cover letter on company letterhead. Format Attached at Annexure 15.4

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

Section 6: Terms of Reference

This section is divided into three parts:

- 1) Technical Specifications of the Plastic e-cards along with the Fields
- 2) Functional Requirements of the project.
- 3) Delivery schedule

6.1 Technical Specifications

A. Magnetic Stripe based Plastic e-card Specifications:

1) Card Body Specifications:

- Material: Poly Vinyl Chloride (PVC) or equivalent durable material.
- Thickness: 760 microns (0.76 mm).
- Dimensions:
 - Length: 85.6 mm (minimum 85.47 mm, maximum 85.72 mm).
 - Width: 53.98 mm (minimum 53.92 mm, maximum 54.03 mm).
 - Thickness: 0.76 mm (minimum 0.72 mm, maximum 0.84 mm).
- Artwork:
 - Background artwork with micro text for anti-counterfeit purposes.
 - Final artwork to be provided post-award of the project.

2) Magnetic Stripe Specifications:

- Encoding Standard: Complies with ISO/IEC 7811 standards.
- Tracks: 3 magnetic tracks for encoding, supporting alphanumeric data.
- Coercivity:
 - High-coercivity (HiCo) stripe with a minimum coercivity of 2750 Oersted for enhanced durability.
 - Alternatively, Low-coercivity (LoCo) stripe with 300 Oersted for cost-effective options.
- Stripe Position: Placed as per ISO/IEC 7811 specifications for easy reading by standard magnetic stripe readers.

3) Unique Identifier:

- Each card must carry a unique serial number printed on the card body for traceability.

4) Durability Requirements:

- Resistant to scratches, bending, and daily wear-and-tear.
- Magnetic stripe encoding should retain data for minimum 5 years under regular use.
- Card body material must withstand temperatures ranging from -25°C to 55°C and humidity levels of -5% to 95% (non-condensing).

5) Security Features:

- Must incorporate encryption protocols for secure encoding of the magnetic stripe.
- Data on the magnetic stripe must be write-protected to prevent unauthorized alterations.
- Optional holographic overlay or UV printing for enhanced security.

6) Data Retention and Usage:

- Data retention for a minimum of 5 years without degradation.

7) Compliance and Certification:

- Magnetic stripe cards must comply with ISO/IEC 7811 and 7813 standards.
- The supplier must provide a test report from an ISO 17025-accredited laboratory to validate:
 - Dimensions as per ISO/IEC 7810 ID-1 format.
 - Durability under dynamic bending and environmental conditions.

8) Supply and Encoding Requirements:

- Encoding format for tracks will be shared post-project award, aligned with PDS requirements.

6.1.1 Fields to be printed on the Plastic e-card:

Sr. No.	Fields	Sr. No.	Fields
1.	Govt. of Punjab Logo (Punjabi)	10.	District (English & Punjabi)
2.	Photograph as decided by the department	11.	Block/Tehsil (English & Punjabi)
3.	Name of the Scheme (Punjabi)	12.	Village/City (English & Punjabi)

4.	Department Name (Punjabi)	13.	Magnetic Stripe
5.	Ration Card Number (English & Punjabi)	14.	Signature of the Issuing Authority
6.	Name of Head of Family (English & Punjabi)	15.	Date of Issue
7.	Husband/Father name (English & Punjabi)		
8.	Residential Address (English & Punjabi)	16.	Note: This ration card cannot be used as document of proof of identity/ resident in any of the government scheme or for any other purpose (English and Punjabi).
9.	URL to download Ration card in QR code format		

Note: Bidder has to submit the Financial bid considering the double side printing on the card. Above mentioned fields are only indicative and not exhaustive. Decision of Purchaser in this regard would be final.

6.1.2 Quality of the Cards:

- a) The finished cards shall have to be compatible with personalization details provided by the department using good quality printing technology.
- b) Quality of the Plastic e-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
 - Proper Maintenance / Retention of data on card
- c) The finished cards should be 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.

6.2 Functional Requirements of the project.

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

- a) To manufacture Plastic e-cards with static information and personalize the card based on the data provided by the Department. The final design layout of the Plastic e-card will be provided by the successful bidder before signing of the agreement. Successful bidder is to provide the approved image file of the Plastic e-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 40 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. It is envisaged by the Department that the entire work of issuance of plastic e-cards to families registered under NFSA at the tune of award of tender which includes printing and delivery needs to be completed within a span of 12 weeks from the date of signing of the agreement.
- f) Successful bidder has to ensure proper handshake with the Plastic e-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 Plastic e-cards are successfully delivered in all the districts of Punjab as per the below mentioned delivery schedule:

S.No	Delivery Schedule	Dates
1	33% of the Plastic e-cards	Within 6 weeks from the date of signing of the agreement

2	66% of the Plastic e-cards	Within 9 weeks from the date of signing of the agreement
3	100% of the Plastic e-cards	Within 12 weeks from the date of signing of the agreement

The details of the delivery locations/centers/districts will be provided by the Purchaser after the Letter of Award.

Note: Department will get the random sample tested from a third-party ISO 17025-accredited independent laboratory for every lot received for which the cost shall be borne by the Selected Bidder.

6.4 For lost/damaged/ Stolen cards:

As and when any HOF of a beneficiary family informs the Department about cards Lost/ Stolen/ Damaged at the beneficiary end, the Successful bidder will be informed for printing and supply of such cards. Successful bidder shall ensure delivery of duplicate card(s) within 7 working days of the receipt of such demand. Cost to be charged from the beneficiary in such cases shall be decided by the Competent Authority post award of the contract. Workflow/ SOP for this process will also be shared separately.

Section 7: Payment Schedule and Deliverables

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

Sr. No.	Milestones	Payment (% of total Contract value)
1.	Successful delivery of 33% Plastic e-cards - this payment will be released post acceptance sign off by all the respective DFSCs against 33% of the delivered Plastic e-Cards. Complete delivery report (mentioning the number of cards) and sign off report for the respective district needs to be submitted by successful bidder to the Purchaser.	20%
2.	Successful delivery of next 33% Plastic e-cards - this payment will be released post acceptance sign off by all the respective DFSCs against next 33% of the delivered Plastic e-Cards. Complete delivery report (mentioning the number of cards) and sign off report for the respective district needs to be submitted by successful bidder to the Purchaser.	20%
3.	Successful delivery of remaining 34% Plastic e-cards - this payment will be released post acceptance sign off by all the respective DFSCs against remaining 34% of the delivered Plastic e-Cards. Complete delivery report (mentioning the number of cards) and sign off report for the respective district needs to be submitted by successful bidder to the Purchaser.	20%
4.	1000 transactions per district using Plastic e-cards - this payment will be released post successful transaction record is checked from the back end.	10%

5.	End of atleast two complete distribution cycles	20%
6.	Satisfactory execution of maintenance/work during the year	2.5% at the end of every year starting from 2 nd year onwards

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 impose penalties on successful Bidder, in case of any deficiency in the services rendered as per the Section 14 of this document.**
- 3. In case of demand raised by the Department for printing/supply of cards necessitated due to addition of new families during the contract period, the rate approved in the e-tender shall be payable for such cards also. Such cards shall have to be supplied within 21 days of the issuance of order/demand by the Department.**

Section 8: Financial Bid Evaluation

Only those Bidders who fulfill the Technical qualification 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:

Item Description	Technology	Unit Rate (₹ per card)	GST (₹)	Total Cost (₹)
Personalization, Supply, Operation and Maintenance of Plastic e-Cards.	Magnetic Stripe-based Cards			

Key Notes for Bidders:

1. Bidders need to submit the Financial bid only on the State eProcurement portal and that too in the format specified.
2. Total Cost shall be taken into consideration for Financial Bid evaluation.
3. 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 thereof 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.
4. Rates should be inclusive of all incidental costs such as transport and delivery to designated locations in Punjab.
5. During the entire duration of the contract, the Successful Bidder shall be compensated solely on the basis of the cost per card, which must include all expenses related to operations and maintenance. No separate or additional payments shall be made for operations and maintenance under any circumstances.
6. The bidder is required to carefully account for and incorporate all costs associated with personalization, supply, operation and maintenance of the cards into the per-card cost quoted in their financial bid. Failure to account for operation and maintenance within the quoted cost per card shall not entitle the bidder to claim additional payments at any stage of the contract.

Section 9: Bid Evaluation Process

9.1 Pre-Bid

Pre-bid meeting will be conducted at the office of the Director, Food, Civil Supplies and Consumer Affairs, Government of Punjab, Anaaj Bhawan, Sector 39-C, Chandigarh – 160036 as per the schedule defined in the Document Control Sheet. 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 date and time mentioned in the document control sheet of this RFP.

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

9.2 Opening of the Technical Bids

Purchaser will open all the Bids on the date decided as per the Document Control Sheet or as informed by way of corrigendum. 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. 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 Technical Bids

- 1) The Technical Bids of Bidders, whose Form fee and EMD is not in order shall be rejected outrightly.
- 2) Bidders are required to fulfill all the conditions mentioned in Technical Qualification Criteria section of this RFP. 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 Financial Bids of technically disqualified Bidders will not be opened.

9.4 Evaluation of Financial Bid

- 1) All the bidders need to submit the financial bids as per the Financial Bid format only.
- 2) The Bidder as part of its Financial Bid shall account for all out of pocket and other expenses including all approvals, travel cost, supply of cards, manpower etc. to be provided as per the terms and conditions of this RFP.
- 3) On receiving the financial bids, Reverse Auction (RA) shall be practiced for one time. Purchaser will select the successful Bidder (L1) on the basis of lowest Total Cost quoted in the Reverse Auction. Intimation would automatically be sent to the unsuccessful Bidders through the e-tendering portal.
- 4) Purchaser's decision regarding Bidder's selection will be final and binding on all the Bidders.

9.5 Reverse Auction

1. The Reverse Auction shall be allowed only once. The reverse auction will be conducted on scheduled date and time, which will be communicated to Bidders eligible to participate in Reverse Auction.
2. Reverse Auction shall be conducted if two or more Bidders are qualified in the Financial Bid Evaluation.
3. In case of two or three qualified Bidders, there shall be no elimination of H1 Bidder (who has quoted highest price Bid).
4. In case of four or higher qualified Bidders, the H1 Bidder shall be eliminated.
5. RA timeline extension shall be allowed for a maximum of 6 attempts for the responsive bidders.
6. For any queries related to RA, bidders shall take help from the help desk support at the following numbers:
 - a. 0172-2970263, 2970284 and mobile number - 6284884511 (Punjab Government working days from 9.00 AM to 5.00 PM) and email id: eproc@punjab.gov.in

Section 10: Instructions to Bidders

10.1 General

- 1) 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 RFP.
- 2) 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.

10.2 Validity of the bids

- 1) Bids shall remain valid for a period of 90 days from the last date of submission of bid. Purchaser reserves the right to reject a proposal valid for a shorter period as non-responsive.
- 2) 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.
- 3) 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 Fee

The bidder may download the tender from the website as mentioned in document control sheet. The bidder shall furnish tender fee, as part of the Technical qualification Criteria, as per the details provided in the Document Control sheet. In case of any portal processing fees, it has to be borne separately by the bidder. This fees in non-refundable and non-transferable.

10.4 Amendment to the Tender document

- 1) Amendments necessitated due to any reasons, shall be made available only on website 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 RFP notified through the website.

- 2) The corrigendum (if any) & any other related communication regarding this RFP 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.
 - a. Any such corrigendum(s) or addendum(s) or clarification(s) shall be deemed to be incorporated into the RFP.
- 3) 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)

- 1) The bidder shall furnish EMD, as part of the Eligibility Criteria, as per detail provided in the Document Control sheet.
- 2) The EMD shall be in Indian Rupees and bidder has to pay through online mode.
- 3) 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.
- 4) EMD of all unsuccessful bidders would be refunded by Purchaser as promptly as possible after signing of the agreement with the successful bidder.
- 5) The EMD submitted shall be interest free and will be refundable to the bidders without any accrued interest on it.
- 6) The Earnest Money will be forfeited on account of one or more of the following reasons:-
 - a. Bidder withdraws its bid during the validity period specified in the RFP.
 - b. Bidder does not respond to requests for clarification of its bid.
 - c. Bidder fails to provide required information during the evaluation process or is found to be non-responsive.
 - d. In case of a successful bidder, the said bidder fails to sign the contract in time; or furnish Performance Bank Guarantee in time.
 - e. Bidder submits any false/ forged/ fabricated document in their bids.

10.7 Preparation of Bid

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

- 1) 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 such bid shall be liable for rejection.
- 2) 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.
- 3) 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.
- 4) All payments / deposits / fees with respect to this RFP shall be in Indian Rupee only.
- 5) No bidder shall be allowed to modify, substitute, or withdraw the Bid after last date of its submission.
- 6) 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.
- 7) 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.

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:

- 1) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;

- 2) 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 five financial years.
- 3) Failed to provide clarifications related thereto, when sought;
- 4) Submitted more than one Bid (directly/in-directly);
- 5) Declared ineligible by the Government of India/State/UT Government for corrupt or fraudulent practices or blacklisted.
- 6) Submitted a bid with price adjustment/variation provision.
- 7) Documents are not submitted as specified in the RFP document.
- 8) Suppressed any details related to bid.
- 9) Submitted incomplete information, subjective, conditional offers and/or partial offers submitted or Not submitted documents as requested in this document
- 10) Submitted bid with lesser validity period
- 11) Any non-adherence/non-compliance to applicable RFP content

10.9 Deviations

Bids submitted with any deviations to the contents of the RFP 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 Director, 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 till the completion of the contract. 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 15 (Fifteen) days from the day Tender is awarded.

The Performance Security shall be discharged by the Purchaser and returned to the Successful Bidder not later than twenty-eight (28) days following the date of Completion of the Successful Bidder's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the conditions of contract. In case any firm fails to abide by any terms & conditions of the tender or contract; its performance security will be liable to be forfeited and shall bear the loss as per conditions.

EMD of successful bidder will be returned only on the submission of performance bank guarantee to the satisfaction of the Purchaser.

10.12 Signing of the Contract

- 1) The Successful Bidder will sign the contract with Purchaser within 7 working days of submission of Performance Bank Guarantee.
- 2) 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 or 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:

- 1) "**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.
- 2) "**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.
- 3) "**Unfair trade practice**" means supply of services different from what is ordered on, or change in the Scope of Work.
- 4) "**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.

- 5) 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.
- 6) 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 increases 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 bid has been accepted. After the notification of award, termed as Letter of Award or LOA, the successful bidder shall have to furnish PBG to the Purchaser within 15 days. Upon the furnishing of performance bank guarantee by the Successful Bidder, the 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 Agreement, as specified in this document, with the successful Bidder. Successful bidder shall sign the agreement within 7 working days of submission of PBG.

11.3 Validity of the Contract and Data Retention Obligation

The Contract shall remain valid for a period of five (5) years from the date of signing of the agreement.

Failure to comply with the data retention obligations or to provide a smooth transition of data to the Purchaser or a designated entity shall result in legal action, as deemed necessary by the Purchaser.

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 by the successful Bidder to agree with or comply with the Terms & Conditions of the Contract shall constitute sufficient grounds for the annulment of the award. In such a case, the Purchaser reserves the right to:

1. Forfeit the Earnest Money Deposit (EMD), Performance Bank Guarantee (PBG), or both.
2. Offer the contract to the second lowest bidder (L2) to match the rates of the L1 bidder and execute the contract.
3. If L2 declines, the offer will be extended to the third lowest bidder (L3), and so on, following the hierarchy.

In the event that no bidder agrees to work on the same terms and conditions, the Purchaser will initiate a re-tendering process.

11.6 Invoicing

- 1) The Successful bidder needs to obtain Approval from Purchaser after successful execution of every milestone of delivery schedule. Following this, the Successful bidder shall submit invoice to Purchaser along with successful certificate.

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 Prices

- 1) The total cost of Plastic e-card quoted in the Financial bid shall be inclusive of all statutory duties & taxes.
- 2) 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. 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.
- 3) In case it comes to the notice of the Purchaser that there has been a significant decrease in prices in the market, the Purchaser shall ask the concerned “Successful Bidder”, to revise the prices accordingly.

12.3 Applicable Laws

Applicable Laws mean the laws and any other instruments having the force of law in India and State of Punjab 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.

12.4 Termination of Contract or Work Orders

12.4.1 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 30 (Thirty) days sent to the Successful Bidder may terminate the Contract in whole or in part for any of the following reasons:

- 1) If the Successful Bidder fails to deliver and perform any or all the Services/obligations within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or
- 2) If the Successful Bidder fails to respond for three consecutive times given by the Purchaser without assigning any satisfactory reason to Purchaser in writing or on email; or
- 3) Laxity in adherence to standards laid down by the Purchaser; or
- 4) Discrepancies/deviations in the agreed processes and/or Services; or
- 5) Violations of terms and conditions stipulated in this RFP.
 - a. 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 compensate the Purchaser for any increase in cost for such Services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.
 - b. 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.

- c. 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.
- d. The Purchaser's right to terminate the Contract will be in addition to the penalties / liquidated damages and other actions as deemed fit.
- e. 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.
- f. In case of any violation of terms and conditions of the RFP and supply of sub-standard material/ printing by the Successful bidder, the Purchaser may also initiate proceedings to blacklist the Successful Bidder.

12.4.2 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. Upon receipt of the notice of termination under this clause, the Successful Bidder shall either as soon as reasonably practical or upon the date specified in the notice of termination cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the services already executed, or any work required to leave the site in a clean and safe condition. In such case provisions under Exit Management clause of this RFP shall apply.

12.4.3 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. In such case provisions under Exit Management clause of this RFP shall apply.

12.5 Exit Management

- 1) The Exit Management process will start from one month prior to expiry of contract. In case of termination of contract, the exit management process will be executed preferably in a period of one month.
- 2) All information (including but not limited to documents, records and agreements provided to/ available with successful bidder) in digital and/or paper form relating to the contract considered necessary to enable Purchaser to carry out due diligence, must be maintained by the Successful Bidder from the commencement of the project.
- 3) The Successful Bidder shall not retain any copy of personally sensitive data related to the contract after the completion of the exit process.
- 4) The Successful Bidder shall ensure that all copies of personally sensitive data, records, and information related to the contract under its possession or control are securely destroyed, whether in physical or electronic form. The destruction of data shall be carried out in compliance with industry best practices, relevant laws, and data protection regulations to ensure that the data cannot be recovered or reconstructed. Upon completion, the Successful Bidder shall issue a certificate of destruction signed by an authorized representative, confirming that all data has been securely destroyed. The Purchaser and/or its nominated agency shall have the right to audit the destruction process and review the certificate of destruction.

12.6 Loss of Property and/or Life

Claims of any loss of property and / or life during execution of the work by the Successful bidder under the contract would be borne entirely by the Successful Bidder and Purchaser shall not be held liable for any claims.

12.7 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.

12.8 Force Majeure

- 1) **“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.
- 2) 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.
- 3) 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.

12.9 Resolution of Disputes

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

- 1) **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 10 working days after receipt. If that party fails to respond within 10 working days, or the dispute cannot be amicably settled within 21 days following the response of that party, then the same would be referred for arbitration.
- 2) **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 as amended till date.

3) Arbitration proceedings will be held at Chandigarh.

12.10 Legal Jurisdiction

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

12.11 Indemnity

Without limiting other rights which the Purchaser may have under this Agreement and at law, the “Successful Bidder” shall indemnify, defend, hold harmless and keep indemnified the Purchaser from and against any claim or loss including without limitation, fines, penalties and fees suffered and/or incurred by the Purchaser, its directors, officers, employees, agents and representatives (including reasonable legal fees and expenses), arising from or in connection with any breach of the terms and conditions of this Agreement or any act, neglect or default by the “Successful Bidder” or its agents, officers, directors, employees, personnel, or representatives.

12.12 Other Information

- 1) The successful bidder needs to ensure that blueprint of the Plastic e-card is approved by the purchaser. Post approval of the blue print, successful bidder needs 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 Plastic e-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 Magnetic Stripe and physical data.
- 2) 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 at all.
- 3) The ownership of any data and the printed Plastic e-cards shall at all-time rest with Purchaser and the Selected Bidder will have no proprietary or other rights in respect of the same.
- 4) The Successful Bidder shall 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.

- 5) 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.
- 6) 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.
- 7) No Sub-letting shall be allowed.

Section 13: Reporting of Issues

The successful Bidder needs to set up a helpdesk support system and provide the contact numbers of the Helpdesk support, email ID and addresses of at least 3 representatives of successful bidder. 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 working hours i.e. 09.00 AM to 05.00 PM during all working days of the week. The Helpdesk operators/ Bidder representatives will have to perform various activities including:

- 1) Understanding the query/issue in the reported request. Query could be related to the following:
 - a. Technical Issue
 - b. Mismanagement/ Delay
 - c. Tracking of the card generated
- 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 (SLA) is to define the levels of service to be provided by the Selected Bidder to the Purchaser for the duration of the Contract. The Purchaser reserves the right to regularly review the performance of the services delivered by the Selected Bidder and assess the effectiveness of this SLA.

For the purpose of this SLA, the definitions and terms specified in the Contract, along with the following, shall apply:

- 1) "Incident" refers to any event indicating a defect in any of the deliverable/ printing as per this RFP.
- 2) "Resolution Time" refers to the time taken, after an incident has been reported to the helpdesk/representatives of the bidder, to resolve (diagnose, troubleshoot, and fix) or address any issue highlighted by the Purchaser or its representatives.

14.1 Penalties

Sr. No.	Issue	Criticality	Resolution Time	Penalty
1.	The successful Bidder needs to achieve delivery milestones as per the timelines prescribed in the RFP.	High	As per the timelines	No penalty
			Delay upto 1 week	1% of the concerned milestone value for delay upto 1 week
			Delay of more than 1 and upto 2 weeks	2% of the concerned milestone value for delay of more than 1 and upto 2 weeks
			Delay of more than 2 and upto 3 weeks	3% of the concerned milestone value for delay of more than 2 and upto 3 weeks

			More than 3 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.	High	Within 3 days from the passing of 7 days from when the issue was logged	Rs 1000 per unresolved incident
			Within 4-7 days	Rs 2000 per unresolved incident
			Within 8-14 days	Rs 5000 per unresolved incident
			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 by the Successful Bidder or its representatives, the Successful Bidder will be liable to pay such penalty as imposed by the Competent Authority, which could be upto 10% of the contract value, to the Purchaser within specified time or else Purchaser will take legal action against the Successful Bidder. Purchaser also reserves the right to deduct this penalty from the PBG 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 purchaser shall have the right to forfeit the PBG/EMD/unpaid invoices and also black-list the successful bidder.

4. In case Successful bidder is found sharing of the data with anyone, purchaser shall be at liberty to impose penalty decided by the Purchaser and/or initiate legal proceedings on the successful bidder and also black-list the successful bidder.
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.
6. In case of delay in submission of the PBG as per the defined schedule i.e. 15 days from the date of letter of award, penalty shall be applicable i.e. Rs. 10,000 per day subject to a maximum capping of Rs 1,50,000. If the delay is beyond 15 days, the Purchaser reserves the right to forfeit the EMD and terminate the contract/ blacklist the Successful Bidder.

Section 15: Annexures

15.1 Self-Declaration on not being blacklisted (To be scanned and uploaded) - Notarized affidavit on stamp paper of Rs. 100/-)

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 for not being insolvent, bankrupt or debarred.

Reference: <Enter RFP No>

Dear Sir/Madam,

I/We confirm that as on date, <Name of the firm/company> including our Directors, Partners and Officers:

a. Has not been blacklisted/ Debarred by any Central Govt. or State Government Ministry/ Department/ PSU/ Agency/Board/ Organization in India at the time of submission of the bid due to any reason whatsoever.

b. Has not been ever insolvent, in receivership, bankrupt or being wound up, doesn't have its affairs administered by court or judicial officer, doesn't have our business activities suspended and are not be the subject of legal proceedings for any of the foregoing reasons.

c. Have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications within a period of five years as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.

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, supply, operation and maintenance of Plastic e-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, supply, operation and Maintenance of Plastic e-cards (Magnetic Stripe based) 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 for a period of five years from the date of signing of Contract between the Purchaser and the Successful Bidder, 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 signing of Contract between Purchaser and the Successful Bidder.

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 for a period of 5 years from the date of signing of Contract between the Purchaser and the Successful Bidder.

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 during the currency of contract i.e. 5 years from the date of signing of Contract between the Purchaser and the Successful Bidder.

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 2025.

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: Letter of Authorization

Reference: <Enter RFP No>

Dear Sir/Madam,

<Name> <Designation> is hereby authorized to sign & stamp relevant documents on behalf of the <Company> in dealing with this RFP Document published vide No. _____ dated _____. He is also authorized to attend meetings and submit Technical and Financial bid or any clarification/additional information as may be required by you in the course of processing above said RFP.

Sincerely Yours,

(Signature of Authorized Signatory)	(Signature of the person Authorized by the Successful Bidder)
Name:	Name:
Title:	Title:
Stamp:	Stamp:

15.4 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 of Acceptance of RFP Terms & Conditions

Reference: <Enter RFP No>

Dear Sir/Madam,

I/we have carefully gone through the Terms & Conditions contained in the RFP [Tender Ref No.....] regarding —Selection of an Implementing Agency for Personalization, Supply, Operation and Maintenance of Plastic E-Cards (Magnetic Stripe Based). I/we declare that all the provisions of this RFP/Tender Document are acceptable to my company/Firm.

I/we further certify that I am/we are authorized signatory(ies) of the company/firm and, therefore, competent to make this declaration.

Sincerely Yours,

(Signature of Authorized Signatory)

Name:

Title:

Stamp: