

**GOVERNMENT OF WEST BENGAL
OFFICE OF THE DISTRICT ELECTION OFFICER & DISTRICT MAGISTRATE
JALPLAIGURI**

Memo No. 921 /Elec.

Dated: 31/07/2019

NOTICE

The below mentioned NITs has been cancelled due to insufficient bidders and retender has been invited.

1. 2019_DMJ_232789_1 --- Printing of forms
2. 2019_DMJ_232751_1 --- EPIC
3. 2019_DMJ_232737_1 --- Data Entry

Sd/-
Additional District Magistrate (Election)
Jalpaiguri



GOVERNMENT OF WEST BENGAL
Office of the District Election Officer & District Magistrate, Jalpaiguri
District Election Section

NIeT No. 915/ Elec

Date: 31/07/2019

NOTICE INVITING eTENDER (2nd Call)

e-Tenders are hereby invited for the following works by two covers system (e-Procurement) from resourceful and bonafide Contractor / Agency / Bidder having credential on similar nature of work in connection with the Special Summary Revision of Photo Electoral Roll 2020, Continuous Updation 2020 and Pre-Revision 2021 activities for Jalpaiguri District.

The intending Contractor / Agency / Bidder has to login the website <https://wbtenders.gov.in>.

The intending Contractors / Agencies / Bidders are required to download the e-tender document from the website stated above. Tender is required to be submitted online with the help of e-tokens (digital signature). This is the only mode of submission of tender document. The interested Bidders eligible for the tender may submit their bid through the e-procurement system using their valid DSC e-token with assigned pin and using login id and password.

SCOPE OF WORK:

- (A) **Online Data entry (ERONET)** in both vernacular (Bengali Unicode) & English language of Form 6, Form 6A, Form 7, Form 8, Form 8A for inclusion, deletion, suo-moto deletion, modification, transposition of electors including checklist printing and related master data entry of BLO, Supervisor, AERO, ERO enquiry reports & Approval and Rejection under ERONET, Control Table Correction, Scanning and uploading of all Form documents, Electoral Roll PDF generation and all Electoral Roll related works of different login in ERONET.

N.B. The tenderer should have the capacity to execute the entire scope of work mentioned in this document for the entire District.

EARNEST MONEY DEPOSIT (EMD)

Online submission of Earnest Money Deposit (EMD) of **Rs. 16,000/-** (Rupees Sixteen thousand only) is mandatory. It is the pre-condition through which Bidder can take part in e-procurement procedure.

If applied for exemption from EMD, then submit the Micro & Small Enterprises (MSME) and NSIC enrollment certificate whose credentials may be validated online through Udyog Aadhaar Portal (Govt. of India, Ministry of Micro, Small & Medium Enterprises).

If the EMD and information given in Technical Bid and other documents is satisfactory, Commercial Bid will be opened. Date, Time and Place of opening price bids will be intimated to them in due course. No appeal against the decision of the Committee shall be entertained.

SCHEDULE OF TENDER:

| Description | Date | Time |
|---|-------------------|-----------------------------|
| Date of publication | 31.07.2019 | 3.00 P.M. |
| Last date for Submission of e-Tender | 08.08.2019 | Up to 3.00 P.M. |
| Opening of Technical Bid | 10.08.2019 | At 3.00 PM onwards |
| Opening of Commercial Bid | 11.08.2019 | At 3.00 P.M. onwards |

The Additional District Magistrate (Election), Jalpaiguri reserves the right to accept or reject the lowest or any rates or all the tenders of issue work order partly or fully without assigning any reason / reasons whatsoever.

Sd/-
Additional District Magistrate (Election)
Jalpaiguri

Memo No. 915/1 (9) /Elec.

Date:31/07/2019

Copy forwarded for information and taking necessary Action for wide publicity to:

1. The District Magistrate& District Election Officer, (All), West Bengal.
2. Jt. Chief Electoral Officer, West Bengal.
3. The Superintendent of Police, Jalpaiguri.
4. The Additional District Magistrate (All), Jalpaiguri.
5. The Sub-Divisional Officer (All), Jalpaiguri.
6. The Block Development Officer (All), Jalpaiguri
7. The DIO, NIC, Jalpaiguri with request to upload the tender document in the district Website.
8. The DICO, Jalpaiguri.
9. CA to the District Magistrate, Jalpaiguri for kind information of the District Magistrate

Sd/-
Additional District Magistrate(Election)
Jalpaiguri

I. This tender document should be e-submitted only in this form. It should be filled up in all respects and should be signed (with seal) on each page by the Tenderer.

List of Envelops enclosed with e-tender document.

| <u>Name</u> | <u>Description</u> |
|--------------------|---------------------------|
|--------------------|---------------------------|

| | |
|-------------------------|---------------------------|
| <u>Envelop-A</u> | Technical Proposal |
|-------------------------|---------------------------|

The Technical Proposal should contain the following documents in one cover (Folder):

1. EMD
2. e-NIT(Notice Inviting Tender) as published is to be downloaded and then sign it with ink signature on every page and then to be uploaded and digitally signed.
3. Photocopy of Registration of the firm organization.
4. Photocopy of Trade License.
5. Photocopy of Professional Tax Clearance Certificate.
6. Photocopy of Income Tax Return and PAN Card.
7. Payment Certificate / Satisfactory Job Completion Certificate of Election related works(**Electoral Roll Data Entry & EPIC Preparation**).
8. Declaration in the form of affidavit by the Director / Partner / Proprietor of the organization clearly stating the organization has not been blacklisted by Central / State / UT Government or any other Government agency and has not been charged / prosecute by court of law for any fraudulent activity.
9. GST Registration Certificate.
10. Professional Tax Registration Certificate of organization with valid Challan.

| | |
|-------------------------|---------------------------|
| <u>Envelop-B</u> | Financial Proposal |
|-------------------------|---------------------------|

The Financial Proposal should contain the following documents in one cover (Folder):

1. Bill of Quantities (BOQ): Tenderers / Agencies / Bidders are required to quote the rate through online in the space marked for quoting the rate in the BOQ (only downloaded copies of the above documents are to be virus scanned and to be uploaded through digitally signed by the Tenderers / Agencies / Bidders.
2. In case where BOQ has been changed by the Tender inviting Authority by way of Corrigendum, Tenderers / Agencies / Bidders are required to upload the revised BOQ. If bids are submitted prior to the date of publication / uploading of Corrigendum, the Tenderers / Agencies / Bidders is required to re-submit the bids along with the revised BOQ. If the revised BOQ is not found, subsequently during financial evolution, the bid will be rejected.

II. General Instructions and Terms & Conditions

1. Last date for e-submission of Tender Form is **08.08.2019 upto 3.00 P.M.**
2. Date and place of opening of technical bid of Tender is **10.09.2019 at 3:00 PM** onwards at the office chamber of the Additional District Magistrate (Election), Jalpaiguri.

General Instructions:

1. e-Tender should be submitted only in original form.
2. Tender shall be e-submitted only in the name of Firm.
3. The e-tender should be submitted in two envelopes, as per details given in the bid forms enclosed with this document.

Envelop-A: Technical Proposal

Envelop-B: Financial Proposal

4. Conditional/incomplete e-tenders, tenders sent through telegram/fax, tenders without earnest money and those received after the above mentioned date and time shall not be entertained. **Only online submission will be accepted.**

5. Online submission of Earnest Money Deposit (EMD) of **Rs. 16,000/-** (Sixteen thousand) is mandatory. It is the pre-condition through which Bidder can take part in e-procurement procedure. Necessary Earnest Money will be deposited by the bidder electronically: online – through his net banking enabled bank account, maintained at any bank

Intending Bidder will get the Beneficiary details from e-tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name (ICICI Bank) & IFSC Code and e-Proc Ref No.

Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from E-Procurement site. Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of Payment of EMD.

Bidders eligible for exemption of EMD as per Govt. rule may avail the same and necessary documents regarding the exemption of EMD must be uploaded in the EMD folder of Statuary bid documents.

6. e-NIT (Notice Inviting Tender) as published is to be downloaded and then sign it with ink signature on every page and then to be uploaded and digitally signed.

Envelop A:

This envelope shall contain the following documents in absence of which the offer shall not be considered. ***The name of the Company/ Agency / Firm should be identical in all documents:***

1. EMD
2. e-NIT (Notice Inviting Tender) as published is to be downloaded and then sign it with ink signature on every page and then to be uploaded and digitally signed.
3. Photocopy of Registration of the firm organization.
4. Photocopy of Trade License.
5. Photocopy of Professional Tax Clearance Certificate.
6. Photocopy of Income Tax Return and PAN Card.
7. Payment Certificate / Satisfactory Job Completion Certificate of election related works(**Electoral Roll Data Entry & EPIC Preparation**).

8. Declaration in the form of affidavit by the Director / Partner / Proprietor of the organization clearly stating the organization has not been blacklisted by Central / State / UT Government or any other Government agency and has not been charged / prosecute by court of law for any fraudulent activity.
9. GST Registration Certificate.
10. Professional Tax Registration Certificate of organization with valid Challan
11. Proof of a functional local office establishment for last 3 years at Jalpaiguri.

Envelop B:

In this envelope, the tenderer shall submit the Financial Proposal (in the form of BOQ for commercial bid). Offer on any other form shall not be accepted.

A. The e-tender will be opened by a Committee appointed by the District Election Officer & District Magistrate, Jalpaiguri on the date and time specified. At first envelope, marked 'A', containing the EMD, Technical Proposal and other documents will be opened electronically.

B. If the EMD and information given in Technical Proposal and other documents is satisfactory, the envelope, marked 'B' containing Financial Proposal will be opened electronically for the successful Tenderers. Date and Time of opening price bids will be intimated to them in due course. No appeal against the decision of the Committee shall be entertained.

III. Scope of Work for Online Data entry and scanning Form documents and uploading thereof:

Online Data entry (in ERONET) in both vernacular (Bengali Unicode) & English language from Form 6, Form 7, Form 8, Form 8A for inclusion, deletion and modification of electors including two sets of checklist printing and related master data entry of Enquiry Officer, appointment of Enquiry Officer, Approval and Rejection under ERO's module and Control Table Correction in the Photo Electoral Roll and all related works of ERONET at the respective Sub-Divisional HQs or as provided by DEO/ADM(Election)/SDO/ERO within the District of Jalpaiguri. Laser printing of lists for Approve/Reject and two sets of checklists at designated location provided by DEO/ADM(Election)/SDO/ERO. Updating of entered data as per corrected checklists along with approve/reject list at designated location provided by DEO/ ADM(Election)/SDO/ERO.

The work includes correction of address of electors as described into the forms like Form 6, Form 8, Form 8A and printing of checklist of EPIC at designated location provided by DEO/ADM(Election)/SDO/ERO.

The job is to be performed as per the guidelines of Election Commission of India (ECI), instruction/specifications given in this tender and subsequent instructions issued/to be issued by ECI/CEO/DEO/ADM(Election)/ERO from time to time.

IV. Deliverables:

The deliverables by the tenderer are as follows:

A. Printing of checklist of updated entries

B. Standard software for generation of the EPICs, Checklist, and Control Table Correction shall be supplied by the CEO/SLA.

V. Grabbing of Photographed Images, scanning of images from photographs collected from electors into Computer:

Images taken through digital camera or obtained through scanning of photographs collected from electors are grabbed into the computer from either portable medium or via Computer's communication port. This will be determined by the type of camera to be used and will have to be taken care of by either the application software of the camera or the instructions given by the camera supplier. It shall be the responsibility of the Agency to transfer the image file at proper place with its proper file name. Once the image is available in the computer disk in the specified format, further processing of EPICs will be taken care of by the application software to be provided by/approved by the Office of the CEO/SLA. Merger of data and images will take place under program control, on input of relevant information. Instruction and operation of the said application software will have to be strictly adhered to.

VI. Following will be the minimum requirements in terms of hardware and software:-

1. Specification of Computer: Intel Core i3 or above system with minimum 500 GB HDD, 4 GB RAM and DVD/CD-writer with 15" colour monitor or above.

2. Deployment of Manpower & requirement of Computer Accessories

The manpower deployment plan and requirement of computer accessories is mentioned in the table below:

| AC No. & Name | Sub-Division | Venue of Data Entry work | Total No. of Polling Stations | Number of Data Entry Operator | No. of Computers | No. of Printers | No. of Camera | No. of Scanner |
|--------------------|--------------------|--------------------------|-------------------------------|-------------------------------|------------------|-----------------|---------------|----------------|
| 15-Dhupguri (SC) | Sadar Sub-Division | Dhupguri Block | 260 | 3 | 3 | 2 | 2 | 2 |
| 16-Maynaguri (SC) | Sadar Sub-Division | Maynaguri Block | 272 | 3 | 3 | 2 | 2 | 2 |
| 17-Jalpaiguri (SC) | Sadar Sub-Division | Sadar Block | 282 | 3 | 3 | 2 | 2 | 2 |
| 18-Rajganj (SC) | Sadar Sub-Division | Rajganj Block | 168 | 2 | 2 | 2 | 2 | 2 |
| | Sadar Sub-Division | Sadar Block | 88 | 1 | 1 | 1 | 1 | 1 |
| 19-Dabgram Fulbari | Sadar Sub-Division | Rajganj Block | 295 | 3 | 3 | 2 | 2 | 2 |
| 20-Mal (ST) | Mal Sub-Division | Mal Sub-Division | 268 | 3 | 3 | 2 | 2 | 2 |
| 21-Nagrakata (ST) | Mal Sub-Division | Mal Sub-Division | 257 | 3 | 3 | 2 | 2 | 2 |
| Total | | | | 21 | 21 | 15 | 15 | 15 |

Agency must submit a list of data entry operator (The data entry operator to be engaged for the said data entry work should be well conversant in Bengali Unicode typing and English language typing & the data entry personnel should have good accuracy level and speed in terms of Bengali Unicode and English typing) within 7 days of final acceptance of the e-tender.

Submit the operator list stating the name of operator, mobile no. and EPIC no. as Identity Proof. Additional data entry operator and computer must be deployed at the time of huge volume of work during SRER or Continuous updation or Pre-Revision Activity to complete the entire work in schedule time fixed by the CEO, West Bengal/District Magistrate/Additional District Magistrate, Election / Officer-in-Charge, Election.

3. Cameras is to be used for each Assembly Constituency having minimum resolution of 640x480 pixels.
4. Operating System: Windows-7 Professional or more with Service Pack (Original/Licensed).
5. Laser Printer: Minimum 20 ppm speed with minimum 600 dpi resolution or above
6. Backup Device: High Capacity Hard-Disk, DVD/CD-Writers for each AC.

Other Equipments:-

7. Scanner: Minimum 600 dpi resolution
8. Power Backup UPS with each computer: Three /Four hours power backup Device.
9. Anti-Virus for each computer with license.

The data entry personnel should report to the respective Sub-Divisional Officer/ERO/BDO as mentioned in the table above for distribution at the data entry venue.

In addition to the above, at least 5 (five) nos. of data entry personnel is to be kept in reserve for tackling any sort of emergency situation arising during the course of the entire work.

Any other data entry work, i.e. control table correction, uploading of map and other related work is to be done by the Data Entry Personnel engaged as mentioned in Table 1.

Data entry venue mentioned in Table 1 may change according to the decision of ERO.

VII. Eligibility Criteria:

The eligibility criteria for bidders are as follows:

1. The Bidder must be a company / firm, registered under The Companies Act, 2013 and Company (Incorporation) Rule, 2014 / The Partnership Act, 1932 or a Proprietary one with valid trade license and Certificate of Incorporation for Ltd. or Pvt Ltd. Company / Partnership Deed for Partnership firm have an office in West Bengal.
2. Tenderer should enclose attested photocopies of certificate of satisfactory completion of work from the Chief Electoral Officer (CEO)/District Election Officer (DEO), at the time of submission of tender for the purpose of proof. Payment / Job Completion Certificate (Electoral Roll Data Entry & EPIC Preparation) should be submitted.
3. The tenderer should have the capacity to execute the above mentioned scope of work for the respective Sub-Division. The tenderer should be capable to do the work anywhere within the Block/Municipality within the respective Sub-Division.
4. The bidder should not be blacklisted by any government authority. A certificate in this regard should be submitted along with the tender.

VIII. Terms and Conditions:

The tenderer whose tender has been accepted, shall hereinafter be called the Agency and which term shall include his heirs, executors, administrators and assignees.

1. The DEO/ADM(Election), Jalpaiguri will give the selected agency the work order. All the terms & conditions should be strictly obeyed by the agency.
2. The revision of rates etc. shall not be allowed after the tenders are finalized and approved/accepted rates shall be valid till draft publication of next SRER 2021. The selected agency will have to undertake all/any portion of the work mentioned in this document till draft publication of SRER, 2021 as per the accepted rate.

3. The tendered rates shall be inclusive of all taxes and levies etc. and shall also be inclusive of the taxes and levies in force, in respect of works contracts applicable at the time being on such contracts in the District of Jalpaiguri and no price escalation will be allowed on any account.
4. No consumable will be provided by the District Election Officer & District Magistrate, Jalpaiguri.
5. The Agency shall bear the expenses regarding the collection of data/software DVDs etc. from CEO/District and supply of all deliveries to DEO/ADM(Election), CEO, SLA/Authority / Committee.
6. The Agency shall execute the whole work in strict accordance with specifications. The Agency shall also conform exactly, fully and faithfully to the designs, specifications and instructions issued/to be issued by CEO/DEO/ADM(Election)/SDO/ERO.
7. The registered office / branch office of the tenderer should be within the state of West Bengal preferably in Kolkata or Jalpaiguri.
8. The time allowed for carrying out the work shall be as per time schedule mentioned in the document, and strictly observed by the Agency and shall be reckoned from the date on which the order to commence the work is given to the Agency. The work shall be completed within the stipulated period of the contract and be proceeded with all due diligence. In case of circumstances beyond the control of the agency the decision of the District Election Officer & District Magistrate, Jalpaiguri shall be final.
9. The database files and DVD/CDs created for preparation of EPICs and Photo Electoral Roll which are highly secure as per tender document will be the sole property of the ADM(Election), Jalpaiguri. The Agency should not retain them on their computers. The Agency would not use this database in any form for any other purpose except those indicated in this tender document. If any misappropriation or irregularity in maintaining the Database files is found, then in addition to the penalty as in clause 3, legal action may be initiated against the vendor.
10. If any agency does not accept any of these conditions, his tender shall not be considered.
11. The program of photography and preparation/issue of EPICs will be decided by the DEO/ADM(Election)/SDO/ERO in advance for the District/Sub-Division/Assembly Constituency. The Agency shall arrange teams with Digital Photography equipment for preparation of Cards. For each team, the Agency shall designate a supervisor who will interact with the officials deputed by the DEO/ADM (Election)/SDO/ERO to ensure that the work proceeds smoothly. However, there would be no condition as to the guarantee of the minimum number of electors on a DPL on each day of the campaign program, by the ADM (Election), Jalpaiguri, to the agency.
12. No advance money shall be given to the agencies for undertaking the work. Negotiations, if required, will also be held as per rules.

On District Election Officer, Jalpaiguri Part:

1. Internet Connectivity will be provided by the DEO / SDO / ERO / AERO.
2. The ADM(Election), Jalpaiguri reserves the right to accept or reject any or all the tenders or accept any tender in part, without assigning any reason thereof. The ADM (Election),

Jalpaiguri also reserves the right to award the work to more than one tenderer at the approved lowest rates.

3. If the agency fails or neglects to deposit the amount of security deposit within the prescribed time the tender already accepted shall be treated as cancelled and the Earnest Money Deposit paid by the agency shall be forfeited by the government without any notice.
4. All powers exercisable and the functions to be discharged, on the terms and conditions of this document, in relation to the government, shall be exercised and discharged by the ADM(Election), Jalpaiguri, or by any other officer as specifically authorized by him on his behalf.
5. Unless otherwise specified in the contract and subject to the powers delegated to him by the government under the code and rules for the time being in force, the decision of the ADM(Election), Jalpaiguri shall be final, conclusive and binding on all parties to the contract on all questions relating to the meaning of the specifications, and instructions mentioned herein and as to the quality or workmanship of the work.

On Agency's Part:

1. In the case of agency being a partnership, firm, any change in the constitution of the firm shall be forthwith notified by the agency to the ADM (Election), Jalpaiguri for his information.
2. It is binding on the agency to execute the job entrusted to him by the ADM (Election), Jalpaiguri within the specified time limit, at the rate quoted and accepted by the ADM(Election), Jalpaiguri.
3. The agency shall execute an Agreement with the ADM (Election), Jalpaiguri containing the detailed terms and conditions of the contract, within 3 days of acceptance of the tender. In case the agency fails to deposit the security amount or execute an agreement within the stipulated time, the Earnest Money deposited by him shall be forfeited, and the ADM (Election), Jalpaiguri shall proceed to award the contract to any other agency.
4. The agency shall maintain the security deposit amount throughout the contract period. All compensations or other sum of money payable by the agency to Government under the terms of contract may be deducted from or realized by sale of sufficient part of his security deposit. In the event of the security deposit being reduced by reason of any such deduction or realization by sale of security as aforesaid, the agency shall, within ten days thereafter, make good in cash or Government securities endorsed as aforesaid any sum of money which may have been deducted from or realized by the sale of this security or any part thereof.
5. The security deposit so collected shall be refunded to the agency on the expiry of three months after the final payment, provided the work done by the agency is found to be satisfactory and in order.
6. It will be the responsibility of the agency to transport the equipment and personnel required for the execution of the work on the date/dates fixed by the DEO/ ADM (Election) /SDO/ERO of Data Entry for Photo Electoral Roll, photography or On-line preparation of EPIC and printing of photo electoral roll. At the designated location will be done as per program decided by the ADM(Election) /SDO/ERO, Jalpaiguri concerned or his authorized representative.
7. The agency will have to work in coordination with the Election Authorities at District, Sub-Division, ERO and Block Level. The work of Data Entry for Photo Electoral Roll, printing of photo electoral roll and preparation of photo identity card of electors shall have to be started by the agency as per the schedule decided by the ADM(Election)/Sub-Divisional Officer/ ERO, Jalpaiguri and all work relating to preparation and distribution must be finished as per the schedule.

8. All works under or in course of execution or executed in pursuance of the work order shall at all times be open for inspection and supervision of the ADM(Election), Jalpaiguri and his subordinates.
9. The agency shall have to perform online data entry in Bengali/English for additions/modifications/ deletions along with obtaining scan photograph from original forms like Form 6, Form 7, Form 8, Form 8A or manuscript at the respective Sub-Divisional HQs or as provided by DEO/ADM(Election)/SDO/ERO within the District of Jalpaiguri.
10. Before printing of Checklist Agency have to enter the details of Enquiry Officer, appointing them to the relevant parts thereof in ERO's module.
11. After the data entry in the Roll Database, printing of lists of Approve/Reject and checklists at designated location provided by DEO/ADM(Election)/SDO/ ERO. Updating of entered data as per corrected checklists along with approve/reject list at designated location provided by DEO/ADM(Election)/SDO/ERO.
12. Printing of Checklist of electors whose entries are updated during the summary revision or continuous updation and of residual/new electors covered during the campaign and then incorporating the data of new EPICs prepared during the campaign. Setting-up of required infrastructure for preparation of EPIC including door-to-door photography of electors, printing of cards, lamination and delivery on the spot and preparation of DVD/CDs of data for CEO, West Bengal along with generation of photo electoral roll in PDF format at the end of campaign.
13. The agencies shall take the photographs of the electors and print the EPIC and thereafter affix the hologram (to be supplied by the DEO/ADM(Election)/SDO/ERO) on the EPIC in such a manner that the hologram covers a portion of the photograph of the elector but without obliterating or otherwise making undistinguishable, the features of the electors.
14. In case the agency makes a mistake in the preparation of card, he shall prepare a fresh identity card of the concerned elector and no payment shall be made for the incorrect card. For any commotion or omission related to the entire scope of work mentioned in this document, penalty will be levied as decided by the ADM (Election), Jalpaiguri.
15. The agency shall provide required shift wise round the clock personnel for the work and shall make payment of their wages and salaries and shall also be responsible for any claim regarding compensation or damages arising out of any accident during the course of their employment. The agency shall indemnify the ADM (Election), Jalpaiguri in respect of claims for damages or expenses payable in consequence of any accident or injury sustained by any person whether in the employment of the agency or not while in or upon the site of the work.
16. The agency will perform the work with diligence. The agency shall submit progress reports in prescribed format to the SDO/ERO/DEO/ADM (Election) at regular intervals as desired by DEO/ADM(Election)/SLA.
17. The agency shall not assign or sublet any part of work allotted to him without the written approval of the DEO/ADM (Election), Jalpaiguri. If the agency assigns or sublets his contract or attempts to do so or becomes insolvent or commences any proceeding to get himself adjudicated as insolvent or makes any composition with the creditors, or attempts to do so or offers bribe, gratuity, gift loan perquisite reward or advantage, pecuniary or otherwise, either directly or indirectly, the DEO may there upon by notice in writing rescind the contract, and the security deposit of the agency shall thereupon stand forfeited and be absolutely at the disposal of the Government.
18. If the agency desires an extension on the time of completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the DEO/ ADM (Election) before the expiry of the period stipulated in this document or before expiry of ten days from the date of which he was hindered as aforesaid or on which the cause for asking for extension occurred, whichever is earlier. The DEO if in his

opinion finds that there are reasonable grounds for granting an extension, shall grant such extension as he thinks necessary or proper. The decision of the DEO in this matter shall be final.

19. The agency shall execute the whole and every part of the work in the most substantial and workman like manner in strict accordance with specifications. The agency shall also conform exactly, fully faithfully to the designs, specimen and instructions in writing relating to the work assigned by the DEO/ADM (Election), issued from time to time during the execution of the work.

On DEO's Part/Agency's Part:

1. The ECI/CEO shall have power to make any alteration in or additions to the original specifications, specimen designs and instructions that may appear to him to be necessary. The agency shall be bound to carry out the work in accordance with any such instructions in this connection, which may be given to him in writing, signed by the DEO and such alteration shall not invalidate the contract. Any additional work which the agency may be directed to do in the manner above specified, as part of the work shall be carried out by the agency on the same conditions in all respects on which he agreed to do the main work, and at the same rates as are agreed for the main work.

Payment Terms:

2. The District authority reserves the right to allow the agency, on submitting a bill to receive payment, proportionate to the part of work approved and passed by the DEO, whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the agency. Any intermediate payment, if allowed, shall be regarded on account payment against the final payments and not as payments for work actually done and completed and shall not preclude the District authority from requiring any bad, unsound, imperfect or unskillful work to be removed or taken away and reconstructed or recreated nor shall any such payment be considered as an admission of the due performance of the contract or any part thereof in any respect or the occurring of any claim nor shall it conclude/determine or effect in any other way the power of the District Authority as to the final settlement and adjustment of the account or otherwise or in any way vary or effect the contract.
3. The agency shall submit his bill(s) in triplicate in the printed forms. The charges to be made in the bill(s) shall always be entered at the rates specified in the tender and approved by the District Authority, or in the case of any extra work ordered, at the rates specified in the order granting extra work. Income Tax as applicable shall be deducted at source on all payments made to the agency and a certificate to this effect shall be given.
4. Payment to Agency shall be made by A/C payee cheque/Demand Draft/ECS payment only.

Damages and Compensation:

5. If the agency fails to complete the whole of the work within the stipulated time, DEO/ADM(Election) may get the same completed at the cost and expense of the agency and deduct the same from the security money deposited by the agency. in case the amount to be recovered from the agency falls short of the amount of the security money, the agency shall on demand from DEO/ADM(Election) pay the same failing which DEO/ADM(Election) may recover the same from the agency in any legal manner as he may deem fit.
6. No compensation shall be allowed for any delay caused in starting of the work on account of any natural calamities.
7. In case, the agency fails to complete the work or any part thereof within the contract period, or in case work is not found to be in accordance with the prescribed specification, the District Authority shall be entitled in his opinion to take any one or more of the following steps:

- a) To recover, from agency as liquidated damages a sum equivalent to 0.5 percent of the price of the unfinished work per week subject to a maximum limit of 10 % in value of the stipulated price of the work.
- b) To get the work completed elsewhere on the account of agency without cancelling the contract in respect of the incomplete portion of work. In the event of action being taken under this clause the agency shall be liable to make good any losses, which the DEO may sustain by reason of higher price whatsoever.
8. In the event of the agency failing to comply with the conditions, he shall be liable to pay as compensation, a daily fine as deemed appropriate by the DEO/ADM(Election) (whose decision in writing will be final).
9. If any of the powers conferred upon the DEO/ADM(Election), Jalpaiguri by this document have become exercisable and the same have not been exercised, the non-exercise thereof shall not constitute a waiving off of any of the conditions hereof and that such powers shall notwithstanding be exercisable in the event of any future cases of default by the agency for which under any condition hereof he is declared liable to pay compensation amounting to the whole of his security deposit and the liability of the agency for the past and future defaults shall remain unaffected. In the event of the DEO/ ADM(Election), Jalpaiguri taking action under the provisions of this document, he may, if he so desires, take possession of all or any tools and plant, materials and stores in or upon the work site thereof or belonging to the agency or procured by him and intended to be used for the execution of the work or any part thereof, paying or allowing for the same on account at the contract rates, or in the case contract rates not being applicable, at current market rates to be certified by the DEO/ADM(Election), Jalpaiguri whose certificate thereof shall be final. In the alternative, the District Authority may, after giving notice in writing to the agency or his clerks at the work, foreman or other authorized agent, require him to remove such tools and plant materials or stores from the premises within a time to be specified in such requisition, the District Authority/SDO may remove them at the agency's expense or sell them by auction or private sale on account of the agency at his risk in all respects and the certificate of the District Authority/SDO as to the expense of any such removal and the amount of the proceeds and expense of any such sale shall be final and conclusive against the agency.
10. If any time, after execution of the contract has commenced, the DEO/ADM(Election), Jalpaiguri shall for any reason whatsoever (other than default on the part of the agency for which the DEO/ ADM(Election), Jalpaiguri is entitled to rescind the contract) desires that the whole or any part of the work should be suspended for any period or that the work should not be carried out at all, he shall give to the agency notice in writing to that effect and upon the receipt of such notice the agency shall forthwith suspend or stop the work wholly or in part as required thereon. The agency shall have no claim to any payment or compensation aforesaid on account of any suspension, stoppage or curtailment in work.
11. Provided if the total suspension of work ordered as aforesaid continues for a continuous period exceeding 90 days, the agency shall be at liberty to withdraw from the contractual obligation under the contract so far as it pertains to the unexecuted part of the work by giving 10 days prior notice in writing to the DEO/ADM (Election), Jalpaiguri within 30 days of the expiry of the said period of 90 days, of such intention and requiring the DEO/ADM(Election), Jalpaiguri to record the final measurement of the work already done to pay final bill.
12. The agency shall not be entitled to claim any compensation from Government for the loss suffered by him on account of delay by Government for whatsoever reasons including any other reasonable cause beyond the control of the DEO/ADM (Election), Jalpaiguri.

FORM FOR THE TECHNICAL PROPOSAL

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

To,
The Additional District Magistrate (Election),
Jalpaiguri,

Sir,

I/We hereby submit the Technical Bid for the Sub Division -----
_____ for execution of the work as mentioned in this Tender Document.

| | | |
|---------------------------------------|---|--|
| 1 | Name of the Tenderer: | |
| 2 | Constitution of the Tenderer (Whether Company/Partnership Firm etc. Attach copy of Registration, Partnership Deed/Articles Of Association/ Bye Laws of the Company/Firm) | |
| 3 | Address (In capital letters only) | |
| 4 | Contacts: | |
| Telephones Office: | | |
| Residence: | | |
| Fax: | | |
| E-mail: | | |
| Mobile No: | | |
| 5 | Name of Chief Executive Officer and Telephone No. | |
| 6 | Year of Establishment | |
| 7 | Name(s), contact number and Address(s) of proprietor or partners or Directors | |
| 8 | Other branches/agencies of the tenderer in the state of West Bengal. (Enclose list if any) | |
| 9 | Amount of Earnest Money Deposit | |
| 10 | GST No. | |
| 11 | Income Tax PAN/GIR No. | |
| 12 | Income tax clearance certificate | |
| TECHNICAL INFORMATION: | | |
| 13 | Available Facilities: | |
| No. of Employees | | |
| Technical : | | |
| Non-Technical: | | |
| (Details be given separately) | | |
| Number of card production centres and | | |

| | | |
|----|---|--|
| | places thereof | |
| | Available Infrastructure | |
| 14 | Total number of computers with minimum 500 GB HDD or above. | |
| 15 | Operating System | |
| 16 | Number of Digital/ CCD Cameras available | |
| 17 | Number of Laser Printers (20 ppm,600 dpi or above) available | |
| 18 | Number of additional sets of equipments, if any, proposed to be procured (give details) | |
| 19 | Time required to place the equipments on the job | |
| 20 | Backup facilities | |
| 21 | Software support | |
| 22 | Generators with capacity | |
| 23 | Turnover of the Last 3 years | |
| 24 | Name and Address of the Banker | |
| 25 | List of major orders executed (Details be given separately) | |
| 26 | Past experience (This is to be supplied along with Documentary evidence). | |
| 27 | Work in hand with documentary evidence. | |

Attach extra sheet wherever necessary.

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

Signature of the Tenderer
with stamp and date

Note:

1. The lowest bidder shall be decided on the basis of calculation of cumulative total amount of all the items based on the approximate estimated volume and the rates quoted for each item.
2. The selected agency will have to undertake all/any portion of the work mentioned in this document till draft publication of Electoral Roll for next SRER 2021 as per the accepted rate. However, the authority may further extend the work after completion of this work.

Signature of Tenderer:

(Seal):

Address of the Tenderer:

Dated the _____ Day of 2019

Witness:

Signature of witness:

Address: