

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

---

Memo No. 927/Elec.

Dated: 02/08/2019

**CORRINGENDUM RETENDER**

This is notified to all concerned that the NIT ID no. 2019\_ DMJ\_232804\_1 regarding the printing of Photo Electoral Rolls in connection with the Summary Revision 2020 has been cancelled due to insufficient bidders and retender has been invited.

Sd/-  
Additional District Magistrate (Election)  
Jalpaiguri



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

NIeT No. 928 / Elec

Date: 02/08/2019

**NOTICE INVITING eTENDER (2<sup>nd</sup> Call)**

e-Tenders are hereby invited for the following works by Two Bid System (e-Procurement) from resourceful and bonafied Contractor / Agency / Bidder in connection with the Pre- revision activity 2021 and SRER 2020 of Photo Electoral Roll 2020,EIS, Continuous Updation 2020, for all 7 (seven) Assembly Constituencies of 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 assign pin and using login id and password.

**SCOPE OF WORK:**

- (A) Preparation and Digital printing of photo electoral roll (a) for single side single page and (b) for both side single page.

**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. 50,000/-** (Rupees fifty 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.

**Security Deposit :** 10 % of total work order cost will be deducted as Security Deposit for 6 months after making of payments of work.

**SCHEDULE OF TENDER:**

Description	Date	Time
Date of publication of tender	02.08.2019	5.00P.M.
Last date for Submission of e-Tender	12. 08.2019	Up to 4.00 P.M.
Opening of Technical Bid	14. 08.2019	At 4.00 PM onwards
Opening of Commercial Bid	15 .08.2019	At 4.00 PM 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 without assigning any reason / reasons whatsoever.

**Sd/-**  
**Additional District Magistrate (Election)**  
**Jalpaiguri**

**Memo No. 928 /1(9)/Elec.**

**Date: 02/08/2019**

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**

**II. 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>
-------------	--------------------

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

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. Photocopy of audited P/L Accounts and Balance Sheet or Auditor Certificate for turnover statement of the **last 3 financial years**.
8. Payment Certificate / Satisfactory Job Completion Certificate of election related works.
9. 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.
10. GST Registration Certificate..
11. EPF & ESI Registration Certificate and last month challan.
12. Proof of a functional local office establishment for last 3 years at Jalpaiguri.

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

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.

3. The quoted rates must be inclusive of GST.

### **III. General Instructions and Terms & Conditions**

1. Last date for e-submission of Tender Form is **12.08.2019 up to 4.00 P.M.**
2. Date and place of opening of technical bid of Tender is **14.08.2019 at 4:00 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. 50,000/-** (Rupees fifty thousand only) 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 or: offline – through any bank by generating NEFT/ RTGS challan from the e-tendering portal.**

**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. Photocopy of audited P/L Accounts and Balance Sheet or Auditor Certificate for turnover statement of the **last 3 financial years**.
8. Payment Certificate / Satisfactory Job Completion Certificate of election related works.
9. 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.
10. GST Registration Certificate.
11. EPF & ESI Registration Certificate and last month challan.
12. Proof of a functional local office establishment for last 3 years at Jalpaiguri.

**Envelope 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

**IV. Scope of Work for Generation and Digital Printing of Photo Electoral Roll and Voter Information Slip in PDF format:**

1. Generation of Photo Electoral rolls in PDF format.
2. Preparation of Electoral Roll PDF in HDD/DVD media.
3. Printing of Photo Electoral rolls from Electoral rolls PDF in white A4 Sheet of minimum 75 GSM. The vendor will also generate multiple copies of the Photo Electoral roll as per the requirement of DEO/ADM (Election)/SDO/ERO on both sides of white A4 sheet of 75 GSM.
4. Specification for Digital Printing of Photo Electoral Roll
  - The work of Digital Printing of Photo-Electoral-Rolls containing total images and particulars of 60 electors on both sides (30 images on each side) shall have to be done.
  - The Digital Printing shall be made on A4 size white paper.
  - Printing paper quality shall not be less than 75 GSM.
  - Printing quality shall not be less than 600x600 DPI with high contrast for sharpness.
  - Electoral Roll shall be supplied in sequential manner (AC and Part wise).
  - Each set of printed copy must be part wise wire-stitched.

- Errors in stitching, pages arranged not in order, pages missing in different parts shall be viewed seriously.

**V. The time schedule can be suitably modified, if deemed necessary, by DEO / ADM (Election)/SDO/ERO, Jalpaiguri.**

The agency should protect data from any virus infection and any type of corruption. He should maintain the backup of data of all stages and PDF files on multiple media and preserve unless final clearance certificate is obtained from CEO/DEO/ADM (Election) /SLA.

The total process of generation and printing of Photo Electoral Roll in PDF format and associated work is to be done by the tenderer in coordination with the concerned district authorities, SLA and CEO.

**VI. Deliverables:**

The deliverables by the tenderer are as follows:

Submit the data and PDF in DVD/CDs or external in format which is readable by ordinary DVD/CD readers i.e. the format specified by SLA to the authority.

G. Standard software for generation of Photo Electoral Roll, Voter Slip, Locator List and other PDF generation utilities shall be supplied by the CEO/SLA.

**VII. 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. **Operating System:** Windows-7 Professional or more with Service Pack (Original/Licensed).
3. **Backup Device:** High Capacity Hard-Disk, DVD/CD-Writers for each AC.
4. **Power Backup UPS with each computer:** Three /Four hours power backup Device.
5. **Anti-Virus for each computer with license.**

**PLEASE NOTE THAT A STRICT ADHERENCE TO THE ELECTION COMMISSION OF INDIA GUIDELINES FOR DETAILED OPERATIONAL METHODOLOGIES ON TECHNICAL AND OTHER ISSUE WILL BE NECESSARY.**

**VIII. Eligibility Criteria:**

The eligibility criteria for bidders is as follows:

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 Kolkata or North Bengal, West Bengal.**

2. A tender can be submitted by any bidder who has a **minimum 3 years or more in printing of the Computerized Photo Electoral Rolls in any District of India as per the guidelines of Election Commission of India**. 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 should be submitted.

3. **The Agency should have an annual turnover of not less than Rupees Fifty lac (Rs. 50,00000/-) in total during the last two assessment years (2017-18 & 2018-19)**. Copies of Audited P/L Accounts and Balance Sheet or Auditor Certificate for turnover statement to be submitted.

4. 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.

5. The bidder should not be blacklisted by any government authority. A certificate in this regard should be submitted along with the tender.

6. The Agency should have a functional local office establishment for last 3 years at Jalpaiguri.

#### **XVII. 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, 2020 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 extra charge will be paid for HDD/DVD/CDs

5. No consumable will be provided by the District Election Officer & District Magistrate, Jalpaiguri.

6. 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.

7. 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.



8. The registered office / branch office of the tenderer should be within the state of West Bengal.
9. 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.
10. The database files and DVD/CDs created for 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. For this purpose non-discloser agreement will have to be signed after finalization of bidding process between the agency and the district Authority**
11. If any agency does not accept any of these conditions, his tender shall not be considered.
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:**

13. Internet Connectivity will be provided by the DEO / SDO / ERO / AERO.
14. 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.
15. The CEO/DEO/ADM (Election)/SDO/ERO shall be providing standard software for entire work as developed by the State Level Agency. However, the standard software shall remain the property of the CEO's office.
16. 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.
17. 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.
18. 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:**

19. 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.

20. 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.

21. 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.

22. Successful Tenderer (Agency) will have to pay security deposit of an amount equivalent to 10% of the estimated cost of the work awarded, within three days of acceptance of tender in the form of fixed deposit receipt (from any nationalized bank) pledged in favour of the Collector, Jalpaiguri. The security deposit will not be accepted in any other form. The stamp duty on this security deposit, if any will be payable by the agency.

23. 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.

24. 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. During this period, the agency will have to complete any rectification of the defective EPICs, or data etc. as required by the CEO/ERO/DEO/ADM (Election), failing which the security deposit, shall be adjusted towards excess cost incurred by the DEO/ADM (Election) on such rectification work.

25. 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 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.

26. The agency will have to work in coordination with the Election Authorities at District, Sub-Division, ERO and Block Level. The work of printing of photo electoral roll 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 must be finished as per the schedule.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. The agency shall be responsible for the safe custody of the Electoral Rolls, data entrusted to him or his representative by the DEO/ADM (Election)/SDO/ERO or their representatives, and shall not cause any unauthorized use thereof, failing which not only the cost of such material used unauthorized shall be recovered but criminal action shall also be initiated against the agency concerned for criminal breach of trust, cheating and theft.

**On DEO's Part / Agency's Part:**

33. 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:**

34. 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. The final bill shall be submitted by the agency within one month of the completion of the work otherwise the certificate of the District Authority in respect of the measurements and of the total amount payable for the work shall be final and binding on all parties.

35. 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.

36. Payment to Agency shall be made by A/C payee cheque/Demand Draft/ECS payment only.

**Damages and Compensation:**

**37. 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.**

38. No compensation shall be allowed for any delay caused in starting of the work on account of any natural calamities.

39. 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.

**40. If the progress of any particular portion of the work is unsatisfactory, the District Authority/SDO/ERO shall, notwithstanding that the general progress of the work is in accordance**

**with the condition mentioned in this document, be entitled to take action as above after giving the agency 10 days notice in writing. The tenderer will have no claim for compensation, for any loss sustained by him, owing to such an action.**

41. 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.

42. 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.

43. 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.

44. 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 inter-alia:

Force Majeure.

Act of God.

Act of enemies of the State or 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 Laminating Machines Available	
18	Number of Laser Printers (20 ppm,600 dpi or above) available	
19	Number of additional sets of equipments, if any, proposed to be procured (give details)	
20	Time required to place the equipments on the job	
21	Backup facilities	
22	Software support	
23	Generators with capacity	
24	Turnover of the Last 3 years	
25	Name and Address of the Banker	
26	List of major orders executed (Details be given separately)	
27	Past experience (This is to be supplied along with Documentary evidence).	
28	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: