

OFFICE OF THE
DISTRICT ELECTION OFFICER &
COLLECTOR, KENDRAPARA



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(FAX) NO- 06727-221603
M districtelectionkendrapara@gmail.com

TENDER CALL NOTICE

No. 265

Dated: 17.02.2024

Sealed Tenders/quotations in enclosed format are hereby invited from the GST registered firms/intending suppliers/ Agencies for supply of poling Materials for ensuing Simultaneous General Election-2024.

The tender documents are available in the Kendrapara District website: kendrapara.nic.in and also available in the O/o the District Election Officer, Kendrapara. Interested bidders can download the tender documents from the district website. The sealed quotations should be reach during office hours from 17.02.2024 to 27.02.2024 through registered/ speed post in favour of the District Election Officer & Collector, Kendrapara and must be super scribed as "TENDER/ QUOTATION FOR SUPPLY OF ELECTION MATERIALS FOR SIMULTANEOUS GENERAL ELECTION-2024" The tender papers received beyond the scheduled date and time shall not be taken in to consideration.

The quotations will be opened by the committee on 27.02.2024 at 03.00 PM in presence of the quotationers or his authorized agents in the conference Hall of Collectorate, Kendrapara. If nobody is present from the side of the quotationers at the scheduled date and time, the committee will not wait for opening of the tender.

The undersigned reserves the right to accept/modify/reject any or all the quotations fully or partially without assigning any reason thereof.


17/2/2024
D.E.O & Collector
Kendrapara

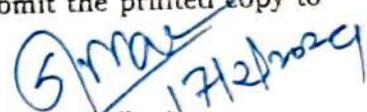
Memo No 266 / Date 17.03.24 //

Copy to the CDO-cum-EO, Zilla Parishad, Kendrapara/ Sub-Collector, Kendrapara/ All BDOs/ All Tahasildars for information and necessary action. They are requested to display in their notice board for wide publicity.

Copy to all the Members of the District Purchase Committee for information and necessary action

Copy to The DIO NIC, Kendrapara for information and he is requested to hoist the tender in the district website.

Copy to DIPRO, Kendrapara for information and she is requested to publish the same in one widely circulated English and two Odia newspapers & submit the printed copy to District Election Office, Kendrapara.


D.E.O & Collector
Kendrapara

IMPORTANT DETAILS ALONG WITH TIMELINE

1	Name of the Bid	TENDER FOR SUPPLY OF POLLING MATERIALS FOR THE UPCOMING SIMULTANEOUS GENERAL ELECTIONS- 2024
2	Method of selection	Cost Based Selection / Lowest Bid
3	Earnest Money Deposit (EMD)	Rs. 10,000 /- (Rupees Ten Thousand only)
4	Cost of Tender Paper (Non-refundable)	Rs1,000/- (Rupees One Thousand)
5	Financial Bid to be submitted along with Technical Bid	Yes
6	Name of the official for addressing queries and clarifications	Deputy Collector (Election), Kendrapara At-Collectorate, Kendrapara PO/PS/Dist-Kendrapara
7	Bid Validity Period	100 days
8	Bid Language	English
9	Bid Currency	INR
10	Performance Security	5% of estimated L1 Value
11	Consortium	Not Allowed
13	Bid start Date & Time	17-02-2024 at 10.00 A.M
14	Last date of receiving queries	22-02-2024 by 03:00 PM
15	Bid end Date & Time	27-02-2024 at 01:00 PM
16	Opening of Technical Bid	27-02-2024 at 03:00 PM
17	Opening of Financial Bid	27-02-2024 at 05.00 PM

1. PREAMBLE		
<p>Introduction</p> <p>Office of the District Election Officer, Kendrapara invites bid from eligible bidders for supply of POLLING MATERIALS FOR THE UPCOMING SIMULTANEOUS GENERAL ELECTIONS- 2024 TO THE DISTRICT ELECTION OFFICE, KENDRAPARA for 06 months from the date of execution of Agreement and this may be extended for further period of 06 months on same terms & conditions and also subject to satisfactory performance & fulfillment of requirement of the office by the successful bidder.</p>		
2. SCOPE OF WORK		
<p>The scope of work in each case shall be as per the details of work order provided to successful vendor by the Authorized Person.</p>		
3. PRE-QUALIFICATION CRITERIA		
SL No	Condition	Documentary Evidence
A	<p>The bidder should be a Company registered under Indian Companies Act, 1956 or a Sole Proprietor/ Partnership Firm registered under Indian Partnership Act, 1932 or Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008/ Registered Firm/ Dealers Manufacturer.</p>	<p>Copy of Certificate of Registration / Incorporation.</p>
B	<p>The Bidder should have minimum average annual financial turnover of Rs. 3 Lakhs on supply of polling kit materials etc. and similar related items over the last 3 financial years (FY 2020-21, 2021-22 & 2022-23)</p>	<p>Copy of the audited Balance Sheet and Profit & Loss Statement of the company and certificate from the Chartered Accountant clearly stating the turnover.</p>
C	<p>The Bidder should have</p> <p>(1) Completed one work with minimum order value of Rs.3 Lakhs.</p> <p>OR</p> <p>(2) Completed two works each with minimum order value of Rs.1.5 Lakhs</p> <p>OR</p> <p>3) Completed three works each with minimum order value of Rs. 1 Lakhs</p> <p>The works must be of Central Govt. / State Govt. /PSU / Autonomous Bodies and be related to supply of polling materials etc. and similar related items during last 5 financial years.</p>	<p>Copy of Work Order/Work Completion Certificate along with value signed by a Competent Authority.</p>

D	The Bidder should have valid income Tax returns for the last three Financial years (FY 2020-21, 2021-22 & 2022-23) and the Bidder (not individual) should have a valid PAN Card and GST Registration.	Provide documentary proof of income Tax returns for the last three assessment years. Provide copy of PAN card & Copy of GST registration number
E	The Bidder should not have been Black listed or debarred by any Central/State Government Organization or Department in India due to poor performance at the time of submission of the bid.	Declaration by the Bidder as per format given in the bid document.
G. No consortium/sub-contracting shall be allowed for bidding.		

4. LANGUAGE OF THE TENDER

The Tender prepared by the bidder as well as all correspondences and documents relating to the Tender shall be in English language only. If the supporting documents are in a language other than English, the notarized translated English version of the documents should also be enclosed. Tender received without such translation copy will be rejected.

5. AVAILABILITY OF TENDER DOCUMENT

The tender documents can be downloaded from Kendrapara NIC Portal or it is also available in the O/o Dist. Election Officer Kendrapara.

6. PRE-BID MEETING:

There will be a pre-bid meeting on 22.02.2024 at 04:00 PM in the office chamber A.D.M (Gen) Kendrapara and during that time the prospective bidders can get clarification about the tender.

7. CLARIFICATION ON THE TENDER DOCUMENTS:

Any discrepancies, omissions, ambiguities or conflicts in the tender document or any doubts as to their meaning and any request for clarification may be sent in writing to the Office of The Deputy Collector (Election), through e-mail as per Annexure-VII within specified time & in turn corrigendum, if required, shall be uploaded on district nic portal accordingly.

8. AMENDMENT OF TENDER DOCUMENT:

The Addl. District Magistrate, Kendrapara whether on its own initiative or as a result of a substantiated query, suggestion or comment of an Applicant or a Respondent, may modify the tender document by issuing an addendum or a corrigendum at any time before the opening of the tender. Any such addendum or corrigendum will be uploaded on portal and the same will be binding on all Applicants or Respondents or Bidders, as the case may be.

9. AUTHORISATION OF THE BIDDER

The Tender should be signed by the bidder/ proprietor of the firm or by the person who is duly authorized for the same by the bidder/ proprietor of the firm.

10. SUBMISSION OF TENDER

- Tender should be submitted in two parts;
- Part I will cover technical bid and
- Part II will cover financial bid
- The "Technical Bid" and Financial Bid must have to be submitted in two separate sealed envelopes (with respective marking in bold letters) along with the prescribed formats/ Information mentioned in the Tender Document.
- The first envelope must be marked as **-TECHNICAL PROPOSAL (Tender for Supply of Polling Materials for the upcoming Simultaneous General Elections-2024).**
- The second envelope must be marked as **"FINANCIAL PROPOSAL (Tender for Supply of Polling Materials for the upcoming Simultaneous General Elections-2024) under District Election Office, Kendrapara "** and it should contain Financial Proposal only.
- Both the above envelopes must be sealed and placed inside a third main envelope with proper labelling of following information in bold:
 - **NAME OF THE ASSIGNMENT:**
 - **TENDER NUMBER AND DATE:**
 - **DEADLINE FOR SUBMISSION OF BID:**
 - **NAME OF THE BIDDER:**
 - **NAME AND ADDRESS OF THE BIDDER:**
 - **CONTACTNUMBEROFTHEBIDDER:**
 - **EMAIL ID OF THE BIDDER:**
- Any deviation from the prescribed procedures / information / formats / conditions shall result in out-right rejection of the proposal. All the pages of the proposal must be sealed and signed by the authorized representative of the bidder. Bids with any conditional offer shall be out rightly rejected. All pages of the proposal must have to be sealed and signed by the authorized representative of the bidder.
- Bidders should ensure submission of all documents along with Part-I proposal as per the Check list given in **Annexure-X.**
- A tender once submitted shall not be permitted to be altered or amended.

The proposal complete in all respects must reach the undersigned by Speed Post/Registered Post only latest by **1.00 PM** on **27.02.2024** in a sealed envelope clearly mentioning on the top of it **"Selection of Agency for Supply of Polling Materials for the upcoming General Elections-2024, under District Election Office, Kendrapara "**. The proposals received beyond the last date and time will be rejected. The authority reserves the right to reject any/ all proposals without assigning any reason thereof.

Address of Submission of Proposal:

**Dist. Election Officer-cum- Collector, Kendrapara
AT- Collectorate, Kendrapara,
PO/DIST- Kendrapara, PIN-754211, Odisha**

11. EARNEST MONEY DEPOSIT

- The Bidders are required to deposit an earnest money of Rs.10,000/- (Rupees Ten thousand only) in shape of Demand Draft in favour of the "Dist. Election Officer -cum-Collector Kendrapara" payable at SBI Main Branch, Kendrapara. The original copy of instrument of EMD & bid processing fee must be enclosed along with the Bid which must be submitted in the Office of the District Election Office, Kendrapara. Tender without Earnest Money & bid processing fee in the prescribed form, will not be accepted.
- In case the bidder(s) are local M/SEs registered under DIC, O.K & V.I. and Handicraft Industries, OSIC & NSIC will be exempted from EMD, subject to submission of relevant valid certificate as per Finance Department O.M No.- 27928/F Dt.16.10. 2020.
- Any Bid not secured in accordance with above shall be treated as non-responsive and shall be rejected.
- Unsuccessful Bidder's EMD will be returned within 30 days after conclusion or discharge of the tender.
- No interest will be paid on the Earnest Money Deposit.
- The Successful Bidder's Bid EMD will be refunded, if any, once the successful Bidder deposits the Performance Bank Guarantee.
- **The EMD may be forfeited:**

If Bidder (a) withdraws its Bid during the period of Bid validity specified by the Bidder on the bid form: or (b) modifies its Bid price during the period of Bid validity specified by the Bidder on the form. (c) In case of a Successful Bidder, if the Bidder fails to sign the Agreement.

12. PAPER COST

The Bidder are required to deposit Paper cost of Rs. 1000/-, (Non-refundable) in shape of Demand Draft in favor of the "Dist. Election Officer -cum-Collector Kendrapara" payable at SBI Main Branch, Kendrapara.

13. VALIDITY

The rate quoted in the Tender should be valid for the acceptance for a minimum period of 100 days from the date of opening of the Tender. Escalation in the rates will not be entertained under any circumstances.

14. OPENING AND EVALUATION OF THE TENDER

- The tenders received up to 1.00 PM on 27.02.2024 will be taken up for opening. Tenders received after specified date and time will not be taken in to consideration for opening. The Tender will be opened at Conference Hall of Collectorate Kendrapara on dated 27.02.2024 at 03.00 P.M in the presence of the available Bidders/ representatives

of the Bidders who choose to be present. The Bidders or their authorized agents are allowed to be present at the time of opening of the tenders. In absence of bidders, the tender will be opened.

- If the date fixed for opening of the tender happens to be a government holiday, the tenders will be opened on the next working day.
- Any adverse/non satisfactory remarks on the performance from the clients of previous works will entail disqualification of the tender and price bids will not be opened.
- The bidders fulfilling the Technical Qualification criteria will be informed accordingly and the price bid will be opened thereafter.
- Decision of the Addl. District Magistrate, Kendrapara in this regard shall be final and binding on all the participating bidders. No correspondence to this effect shall be entertained.

15. PRICE OFFER

- A. The Price bid should have quoted separately.
- B. It is mandatory for the bidders to quote the rates of all the items of the tender. If a bidder quotes nil/Zero charges or does not quote for all the items of the tender the bid shall be treated as unresponsive and will not be considered.
- C. The price bid should be prepared as per **Annexure-IX**. The rate should be quoted keeping in mind the conveyance charges, transportation charges, assignment charges, labour charges, etc. which a bidder shall have to incur while providing the services.
- D. The rate quoted by the bidder shall be kept firm for a period specified in the
Tender from the date of opening of the tender. Escalation of rate will not be permitted during the said period or during any period while providing services whether extended or not for reasons other than increase of taxes payable to the Governments in India within the stipulated period.
- E. The price should be neatly and legibly written both in figures and words.
- F. In case of discrepancy between the prices quoted in words and figures, lower of the two shall be considered.
- G. Price bid should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will not be accepted.
- H. Financial bid of the Bidder for the items, whose sample has been rejected, shall not be considered.

16. EVALUTION OF THE PRICE

- (a) The evaluation shall exclude applicable taxes.
- (b) The bidder who has quoted the cumulative lowest rate of all item(s) excluding applicable taxes will be adjudged and his rate for all item(s) shall be treated as the L1 rate w.r.t that item(s). L1 bidder shall be decided in total value for all items.

17. AWARD OF CONTACT

The contract for supply of item(s) will be given to the L1 bidder for that item(s).

18. PERFORMANCE SECURITY DEPOSIT

- a) On receipt of the Letter of Acceptance from the Chairman of purchase committee, Kendrapara, the successful bidder shall remit a Performance Security Deposit (SD) of (5%) of estimated L1 value within 07(seven) working days from the date of receipt of letter of acceptance in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank guarantee from any of the Commercial Banks, in favour of The District Election Officer, Kendrapara, payable at Kendrapara with a validity period of 6 months beyond the date of end of contract. Amount of SD shall be communicated to him while sending LoA.
- b) Security Deposit amount remitted will not earn any interest.
- c) Upon complete fulfilment of contract by the successful bidder to the satisfaction of the Chairman of purchase committee, Kendrapara, the performance security deposit furnished by the bidder will be released after recovery of dues, if any.
- d) In case of any default on the part of successful bidder/ non satisfactory performance, performance security shall be liable to be forfeited.

19. AGREEMENT

The successful bidder shall execute a contract agreement within 07 days as may be drawn up to suit the conditions on a non-judicial stamp paper of value, as prescribed in law on the date of remittance of Security Deposit and shall pay for all stamps and legal expenses incidental thereto. In the event of failure to execute the agreement, within the time prescribed, the SD amount remitted by the bidder will be forfeited besides cancellation of contract order.

20. PAYMENT TERMS

- a. No advance payment shall be made to the successful bidder for any work.
- b. Efforts will be made for final payments within 30 days from the date of submission of bills. The bills should be supported by copy of work orders and other supporting documents, if any. These documents must be duly verified by the Authorized Officers/officials of the Purchase Committee, Kendrapara.
- c. In case any item is rejected, the same shall be removed/called back immediately by the vendor at his own cost. No payment for such items shall be made under any circumstances.

- d. In case at any stage, if it is found that extra payment has been made on any bill in the past, then the same shall be recovered from the current bills.
- e. While making payment, Income tax & GST shall be deducted at source from the bills as per the rules of the Income Tax Act and GST Act. In case any short deduction of TDS is noticed at any time; the same will be deducted from the current bills/payments due.
- f. The items required shall be supplied by the successful contractor at any other place as per the directions issued from time to time in timely manner without any extra cost.
- g. The Purchase Committee will not be responsible for any loss or damage of any item which are under process of supply, due to any reason whatsoever.

21. PENALTY

- a) In case the contractor fails to comply with the contract order immediately even at a short notice, the Addl. District Magistrate, Kendrapara will be at liberty to procure the same from other participating and technically qualified bidder at LI rates or otherwise from other parties and the additional expenditure incurred, if any, on this account shall be recovered from the defaulting contractor. Therefore, all liabilities (in full or part) arising out of non-compliance of the order after acceptance of the terms and conditions shall be of the contractor(s).
- b) In case at any stage, if it is found that the supplies made by the contractors was not satisfactory, then penalty as decided by Purchase Committee will be imposed subject to the maximum of twice the value of that particular item of Work Order or minimum of Rs. 5,000/-, whichever is higher.
- c) In case of non-compliance of any other conditions, a penalty of Rs. 500/- per item of the work order shall be imposed upon the successful contractor.
- d) decision of the Purchase Committee, Kendrapara in (a) and (b) above shall be final and binding on the successful bidder.
- e) In case at any stage, if it is found that the bidder has furnished any wrong information with mala fide intention to succeed in the bid, suitable legal action, as deemed fit by the Purchase Committee, Kendrapara, shall be taken against the bidder.

22. TERMINATION OF CONTRACT

- a. Upon successful completion of the entire contract, Security Deposit will be released.
- b. The Addl. District Magistrate, Kendrapara also reserves the right to recover any dues from the bidder, which is found on later date, during audit/excess payment, after final settlement is made to them. The bidder is liable to pay such dues to the Deputy Collector, Election, Kendrapara immediately on demand, without raising any dispute/protest.
- c. The Addl. District Magistrate, Kendrapara reserves the right to terminate the contract at any time on in case of any material breach or default in the performance

of any obligation under the contract. The contract may terminate the contract by giving notice in writing to the contractor.

- d. During the currency of the period of rate contract, if the contractor wishes to terminate the contract or wants to leave the contract, he has to give at least three months' notice in advance, failing which his Security Deposit will be forfeited.

23. GENERAL CONDITION

- (a) Conditional Bid in any form will not be accepted.
- (b) Conditions of this tender are subject to provisions of O.G.F.R and other statutory financial guidelines issued by the Competent Authority from time to time.
- (c) Sample of the items except battery-based LED Lamp of the tender as in price bid are available for inspection by prospective bidders in the District Election Office, Kendrapara on all working day between 10.00AM to 5.00 PM.
- (d) Prospective bidders must deposit their sample of all items which they will supply, in the Office of the District Election Officer, Kendrapara before opening of Technical Bid. If they fail to do so, their financial offer to those items shall be treated as null and void.
- (e) The Tender Committee, constituted by the District Election Officer, Kendrapara, shall evaluate the samples submitted by the Bidders vis a vis samples displayed by the Deputy Collector (Election), Kendrapara. The sample(s) matching the quality of the sample kept in the custody of Deputy Collector (Election), Kendrapara as supplied by O/o CEO, Odisha shall be passed or otherwise rejected.
- (f) Financial bid of the Bidder for the items for which sample has been rejected, shall not be considered.
- (g) The Purchase Committee, Kendrapara reserves the right to relax or waive or amend or modify or revise any terms/conditions of the tender at any time.
- (h) The right of final acceptance of the tender is entirely vested with the Addl. District Magistrate Kendrapara and the Addl. District Magistrate, Kendrapara reserves the right to accept or reject any or all the bidder in part or in totality or to negotiate with any or all the bidders or to withdraw/ cancel/ modify this tender without assigning any reason whatsoever.
- (i) The successful bidder shall not upload either full or part of the work to other bidder.
- (j) If performance of the bidder is not up to the mark, the Addl. District Magistrate, Kendrapara reserves the right to reallocate full / part order to other qualified Bidders. Any additional cost incurred by the Addl. District Magistrate, Kendrapara due to such reallocation should be borne by the bidder.
- (k) Any notice regarding any problem, to the bidder shall deemed to be sufficiently served, if given in writing at his usual or last known place of business or through email.

- (l) In the course of discussion and instruction, the Deputy Collector (Election), Kendrapara may disclose information of confidential and proprietary nature relating to its business model, subscribers, etc. to the bidder. Such information shall be considered confidential.
- (m) It will be the responsibility of the successful contractor to comply with all the statutory requirements pertaining to fulfilling the contract e.g., NOC/Licenses from relevant Authorities. In case of noncompliance, the contractor shall be held responsible and penalty if any imposed on the Addl. District Magistrate, Kendrapara will be recovered from the successful bidder.
- (n) All the items to be supplied under the Contract should be of good quality and must fulfil all legal criterions as these will be needed for conducting Election.
- (o) Supplies may be required at short notice and therefore the successful bidder is supposed to have enough stock of items at its disposal at any point of time. Normally, the supply shall be required to be provided within 24 hours from the receipt of the supply order or as desired in the supply order.
- (p) The successful contractor will be bound by time schedule for providing items. Therefore, the successful contractor must have adequate and effective supervisory mechanism for providing uninterrupted supplies.
- (q) The successful bidder shall depute at least 01 manager in the office of the District Election, Kendrapara for liaising so that the work/supply is done/made smoothly in a time bound manner.
- (r) The quantity of items shown in the Price Bid (ANNEXURE-IX) is indicative only. It may increase or decrease as per the actual requirements.

24. CONFIDENTIALITY

- a) Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. The Addl. District Magistrate, Kendrapara will treat all information submitted as part of Proposal in confidence and will ensure that all who have access to such material treat it in confidence. The Addl. District Magistrate, Kendrapara will not divulge any such information unless it is ordered to do so by any Government Authority that has the power under law to require its disclosure.
- b) Except upon mutual written agreement, or as may be required by law, no party shall in any way or in any form disclose the existence, discussions or negotiation leading to or any matter covered during tender process till the stage of execution of agreement.

25. FRAUD AND CORRUPT PRACTICE

- a) The Bidders shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything contained in this tender, the Addl. District Magistrate, Kendrapara shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has engaged in corrupt practice, fraudulent practice, coercive practice (collectively the "Prohibited Practices") in the Selection Process.

- b) In such an event, the Purchase Committee, Kendrapara shall,
- Forfeit and appropriate the Bid Security or Performance Security.
 - Debar it from participation in any tender issued by the Addl. District Magistrate, Kendrapara during a period of 2 years from the date such Bidder, is found by the Addl. District Magistrate, Kendrapara to have engaged or indulged in such practice.
- c) Corrupt Practice - It implies offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process. For avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any Official/Consultant of the Addl. District Magistrate, Kendrapara who is or has been associated in any manner, directly or indirectly with the Selection Process or has dealt with matters concerning the Agreement;
- d) "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process:
- e) "Coercive or property to influence any person's participation or action in the Selection Process; practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons.
- f) The Bidder is required to comply with terms of Integrity Pact as applicable.

26. FORCE MAJEURE

- a) If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligations under this contract gets affected by an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances shall be *presented* or delayed by *reason of war, or hostility, acts of the public enemy, civil commotion, riots, civil disorder, sabotage, fires, earthquake/storm/flood or other extreme adverse weather conditions, explosions, epidemics, pandemics (including lack of advertisement business due to economic slowdown on account of pandemics), quarantine restrictions, strikes, power blackout due to grid collapse, lockouts, confiscation or any other action by Government Agencies, Administrative Order, Court Order, Bankruptcy, espionage, cyber hacking, other industrial action, political unrest, civil unrest, or act of God* (Hereinafter referred to as Force Majeure Events).
- b) The affected Party shall provide to the other Party a notice of happenings, within 07 days *tram* the date of *occurrence* thereof and in such event *neither* party shall by reason of such event be entitled to terminate this and performance shall be resumed as soon as practicable after such event may come to an end or cease to exist.
- c) That no penalty shall be levied on the Bidder in case of force majeure event.
- d) That if the performance in whole or part of any obligation under this contract is prevented

or delayed because of any such event for a period exceeding 15 days, Addl. District Magistrate, Kendrapara at its option may terminate the contract.

e) Provided also that if the contract is terminated under this clause, the Addl. District Magistrate, Kendrapara shall be at liberty to take over from the Bidder at a price to be fixed by the Addl. District Magistrate, Kendrapara, which shall be final, all undamaged and acceptable materials, assets, services in possession of the selected Bidder at the time of such termination of such portions thereof as the Addl. District Magistrate, Kendrapara may deem fit, if mutually agreeable between the Parties.

f) For the purposes of this Contract, "Force Majeure" shall not include:

Any event which is caused by the negligence or intentional action of a Party, Insufficiency of funds or inability to make any payment required hereunder.

g) Measures to be taken:

- A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 07 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give *written* notice of the restoration of normal conditions as soon as possible.
- Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

h) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the Addl. District Magistrate, Kendrapara, shall either:

- Demobilize; or
- Continue with the Services to the extent possible, in which case they shall continue to be paid proportionately and on pro rata basis under the terms of this Contract.

i) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Coordination Committee deliberations, to be constituted by the Addl. District Magistrate, Kendrapara

27. DISPUTE REDRESSAL MECHANISM

All legal disputes are subject to the jurisdiction of Collector, Kendrapara, Odisha

ANNEXURE - I

PART-I (Covering Letter)

Date: _____

From,

Name :
Address :
Ph. :
Fax :
E-Mail :

To,

.....,
.....,

Sub: Tender for supply of Polling Materials for the upcoming General Election -2024 to the District Election Office- Submission of PART I – Reg.

Ref: Your Tender Notice _____ dated _____ //

Sir,

With reference to your tender notice, we submit herewith the following documents:

- 1) Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions.
- 2) Authorization letter from the bidder for the person to sign the tender or remain present in person.
- 3) Details of the Bidder (as per Annexure - II).
- 4) Annual turnover statement duly certified by a Chartered Accountant (as per Annexure - III)
- 5) Details of work completed (as per Annexure -IV}
- 6) Declaration for not having blacklisted by either the registration department or any other Government Agencies as per Annexure - V).
- 7) Declaration for not having tampered the Tender documents downloaded from the website (Annexure - VI).
- 8) Certificates as required in pre-qualification clause.
- 9) Address proof document for having a full-fledged office in Odisha or an undertaking to setup office at Odisha.
- 10) Notarized translated English version of the documents in a language other than English, if any.
- 11) Any other relevant documents including copy of EMD.

Yours faithfully,

Encl: As stated above

**SIGNATURE OF THE BIDDER
(With seal and address)**

Annexure- II**DETAILS OF THE BIDDER**

1..	Name of the Supplier/ bidder	
2..	Full address:	At.
		P.O
		P.S
		Dist
		Mobile No
3..	Registered Office Details	
	Address	
	Contact No	
	Email	
4..	Aadhar No.(With True Copy)	
5..	PAN No .(With True Copy)	
6..	G.ST Clearance Certificate	
7..	IT Clearance certificate of Last 3 year	
8..	Sale Tax/ GST Registration no. with place (Copy to be attached)	
9..	TIN/PAN No (Copy to be attached)	

I do hereby certify that the above mentioned particulars are true and correct.

Full Signature of the Bidder with seal

ANNUAL TURN OVER STATEMENT

ANNEXURE-III

The Annual turnover of M/s for the past three years are given below and is certified that the statement is true an correct.

SI No	Year	Turn Over (Rs. in lakhs)
1.	2020-2021	
2.	2021-2022	
3.	2022-2023	
	Total	
Average Annual turnover		

Date:

SIGNATURE OF THE BIDDER
(With seal and address)

Signature of Chartered Accountant
(With Seal and Address)

ANNEXURE-IV

Details of Work Completed during last 05 years

(Please provide the details for each work along with work order)

Sl No	Name & Address of the client	Location of the work (Town/ State)	Name of the contract person and contract details for the client	Name of work	Work Start Date	Work end Date	Work order enclosed (Yes/ No)	Work completion along with value enclosed (Yes/No)
1.								
2.								
3.								
4.								
5.								

SIGNATURE OF THE BIDDER
(With seal and address)

CERTIFICATE

Date:

Certified that M/s..... / the
firms/ company or its partners/ shareholders had not been blacklisted by any
Government Agencies.

**Full Signature of the Bidder
with seal & Address**

Annexure-VI

DECLARATION FORM

Date _____

A) I /we having our office at
..... do declare that I/We have carefully read all the conditions of tender floated vide
tender ref.no. for supply of polling materials etc. for the upcoming general
Election to the DISTRICT ELECTION OFFICE.KENDRAPARA and will complete the contract as
per the tender conditions.

B) I/We have downloaded the tender document from the Web Portal and I/We have
not tampered/modified the tender document in any manner. In case, if the same is found to
be tampered / modified, I/We understand that my/our tender will be summarily rejected and
I/We am/are liable to be banned from doing business with the Collector, Kendrapara or
prosecuted.

**Full Signature of the Bidder
with seal & Address**

ANNEXURE-VII

CLARIFICATION ON TENDER DOCUMENT FORMAT

BIDDER'S REQUEST FOR CLARIFICATION			
Name and Address of the Organization submitting request		Name and Posting of Person submitting request	Contact details of the organization/ Authorized representative
			Tel:
			Fax:
			Email:
Sl No	Reference(s) (Section, Page)	Content of Tender requiring Clarification	Points of Clarification Required
1.			
2.			
3.			

**Full Signature of the Bidder
with seal & Address**

ANNEXURE - VIII

PART-II (Covering Letter)

Date: _____

From,

Name :
Address :
Ph. :
Fax :
E-Mail :

To,

.....
.....

Sub: TENDER FOR RATE CONTRACT FOR SUPPLY OF POLLING MATERIALS ETC.
FOR THE UPCOMING GENERAL ELECTION TO THE DISTRICT ELECTION
OFFICE, KENDRAPARA- Submission of Part-II price Offer- Reg.

Sir,

In continuation of our tender, we submit herewith the price offer for rate contract for supply of polling materials etc. For the upcoming General Election- 2024 to the District Election Office Kendrapara as specified by the Additional. District Magistrate, Kendrapara in the tender Document.

We agree abide by the terms and conditions stipulated by the Addl. District Magistrate, Kendrapara and also agree to complete the entire contract at rates quoted by us.

The rate quoted and approved by the Additional. District Magistrate, Kendrapara in this tender will hold good as per the Additional. District Magistrate, Kendrapara tender conditions.

Yours faithfully,

**SIGNATURE OF THE BIDDER
(With seal and address)**

Name of the Bidder:

ANNEXURE - IX**FINANCIAL BID**

LIST OF ELECTION MATERIALS TO BE SUPPLIED						
SI No	Box wise Items	Particulars/ Specification of the items	Estimated Quantity of supply (Approximately)	Per Unit Rate excluding GST (Words/figure)	Total Cost excluding GST of Estimated Quantity (Words/figure)	GST to be levied on total cost (Words/figure)
Seals, Tags and Marks						
1	Rubber stamp with arrow cross mark	01 Nos	1734			
2	Metal seal for Presiding Officer	01 Nos	1734			
3	Distinguishing Marx rubber stamp	01 Nos	1734			
4	Mock Poll Slip Stamp	01 Nos	1734			
Sign Board						
5	(i) Presiding Officer	01 Nos	1734			
6	(ii) Polling officer -1	01 Nos	1734			
7	(iii) Polling Officer -2	01 Nos	1734			
8	(iv) Polling Officer-3	01 Nos	1734			
9	(v) Polling Officer-4	01 Nos	1734			
10	(vi) Polling Officer-5	01 Nos	1734			
11	(vii) Entry	01 Nos	1734			
12	(viii) Exit	01 Nos	1734			
13	(ix) Male	01 Nos	1734			
14	(x) Female	01 Nos	1734			
15	(xi) Polling Agent	01 Nos	1734			
16	(xii) You are under WEB CASTING/CCTV surveillance	04 Nos	6936			
17	(xiii) Miscellaneous notice specifying area, etc as required by under Rule 31(1) (a) of The Conduct of Elections Rules 1961	01 Nos	1734			
Stationery items						
18	Stamp pad (purple)	01 Nos	1734 Pcs			
19	Match Box	01 Nos	1734 Pcs			
20	Ordinary pencil	01 Nos	1734 no's			
21	Ball pen (three blue, one red and one silver white)	05 Nos	8670 no's			
22	A4 Paper 75 GSM	08 Sheet	50 Pkt (500 sheet)			
21	Pins	1 Pkt. each of 25 Pc	43350 Pkt.			
22	Sealing wax	06 sticks each	10404 Pcs			
23	Gum paste	01 Nos	1734 Pcs			

24	Blade	01 Nos	1734 Pcs			
25	Candle sticks	04 sticks	6936 Pcs			
26	Thin twine thread	20 meters	34680 Pcs			
27	Metal rule	01 Nos	1734 Pcs			
28	Carbon paper	03 Nos	5202 Pcs			
29	Cloth or rag for removing oil etc. (1/2 mtr)	1 pc	1734			
30	Packing paper sheets	03 Nos	5202			
31	Cup/empty tin/plastic box for holding indelible ink bottle	01 Nos	1734			
32	Drawing pins	Each Pkt 24 pièces	41616 Pkt			
33	Rubber bands	(Each pkt 20 Pcs)	34680 Pkt			
34	Transparent Adhesive tape	01 Nos	1734 Pcs			
35	Transparent Plastic Box with lid (with labels) (as per sample supplied by CEO Office) (L- 14 inch X B- 10 inch X H- 5 inc)	1 nos	1734 Pcs			
36	Transparent Plastic Box with lid (with labels) (as per sample supplied by CEO Office) (L- 7.5-inch X B- 5-inch X H- 2 inch)	1 nos	1734 Pcs			
37	Mock Poll Rubber Seat 1 each	1 nos.	1734 Pcs			
38	Stamping ink (30ml Camel)	1 nos	1734 Pcs			
39	Water sponge	1 nos	1734 Pcs			
40	Lock & Key	1 nos	1734 Pcs			
41	Spike	1 nos	1734 Pcs			
42	Stapler Small size (Kangaro No. 10 Y2)		100Pcs			
43	Stapler Big size (Kangaro HP-45, 24/6-1M)		30 Pcs			
44	Stapler PIN Small size (No. 10-1M)	20 box 1 pkt	20 Pkt			
45	Stapler PIN Big size (24/6-1M)		10 Pkt			
46	Cotton File Thread 10 inch Tag		10 bundle			
47	Calculator Casio MJ-100Da 150 Steps		10 Pcs			
48	Battery Based LED Lamp (Not more than 500/- per Pc	1 nos	1734 Pcs			
Total						

Full Signature of the Bidder with seal

- ❖ **Note:1** Taxes should be quoted separately. Taxes, as applicable, shall be paid by this office.
- ❖ **Note:2** In case of discrepancy between the prices quoted in words and in figure. the lower of the two will be considered.
- ❖ **Note:3** It is compulsory to quote the rates of all the items in the price Bid. If a bidder quotes NIL/Zero charges or does not quote all the items of the tender the bid shall be treated as unresponsive and will not be considered.
- ❖ **Note:4** The Bidder offering the lowest rate for cumulative item(s) shall be treated as successful bidder for all item(s) and his rate as L1 rate for all item(s). Financial bid of the Bidder for the items, for which sample has been rejected, shall not be considered.
- ❖ **Note:5** In case of requirement of more item(s) than estimated quantity, rate per unit as approved as L1 shall be considered.