

**WEST BENGAL STATE ELECTION COMMISSION**  
**18, Sarojini Naidu Sarani (Rawdon Street)**  
**Kolkata - 700 017**  
**Ph. No. 2280-5805;**  
**FAX- 2280-7373**  
**E-Mail- sec-wb@nic.in**

**No. 1895-SEC/1M-18/2012**

**Dated: 21.12.2012**

## **T E N D E R   N O T I C E**

Sealed Tenders are invited from manufacturers for supply of 60000 Nos. of 10 ml. and 80000 Nos. of 5 ml. vials of Indelible Ink according to IS-13209 of 1991 as prescribed by Bureau of Indian Standards. All details can be downloaded from the Commission's website: [www.wbsec.gov.in](http://www.wbsec.gov.in)

(Tapas Ray)  
Secretary  
For and on behalf of  
West Bengal Sate Election Commission

# **TENDER DOCUMENT**

## **FOR PROCUREMENT OF INDELIBLE INK**

**BY**

**WEST BENGAL STATE ELECTION COMMISSION**

**18, SAROJINI NAIDU SARANI, KOLKATA-700017**

**Phone No. 033 2289-2320, 033 2280-5805**

**Fax No. : 033 2280-7373/ 7474**

**Website: [wbsec.gov.in](http://wbsec.gov.in)**

**E-Mail: [sec-wb@nic.in](mailto:sec-wb@nic.in)**

# **TENDER FOR PROCUREMENT OF INDELIBLE INK**

**Name of Office** : **West Bengal State Election Commission**

Telephone Number : 033 2289-2320, 033 2280-5805

Fax Number : 033 2280-7373/ 7474

Tender Reference : SEC/1M-18/2012

Website : wbsec.gov.in

E-Mail : sec-wb@nic.in

Date of Commencement of Issue Of Tender Document : -----

Last Date of Issue of the Tender Document : -----

Last Date & Time for Receiving of Tender Document : 17<sup>th</sup> January, 2013 upto 1 P.M.

Time & Date of Opening the Tender Document : 17<sup>th</sup> January, 2013 at 3 P.M.

Place of Opening the Tender Document : Office Chamber of the Secretary, WBSEC

Address of Communication : 18, SAROJINI NAIDU SARANI,  
KOLKATA-700017

Contact Person : O.S.D. & E.O. Joint Secretary, WBSEC

## INVITATION FOR BID/ TENDER (I.F.B.)

**Tender No.: 04/2012-13**

**Date: 21.12.2012**

- a) Secretary, West Bengal State Election Commission, Kolkata invites sealed tenders from eligible bidders (please see, eligible/ qualification criteria) for procurement of Indelible Ink for use of the West Bengal State Election Commission.
- b) Eligible bidders may quote rate for the aforesaid tender.
- c) Interested eligible bidders may obtain further information from the Office of the Commission (O.S.D. & E.O. Joint Secretary, West Bengal State Election Commission).
- d) In the event of the date for bid receipts and opening of bid being declared a holiday for the office of the Secretary, West Bengal State Election Commission, the due date for submission of bids and opening thereof will be the following working day at appointed times.
- e) A refundable **Bid Security** (Earnest Money) for an amount of ₹ 1,20,000/- (Rupees one lakh twenty thousand) only is to be provided along with the bid. The bid security has to be deposited by Demand Draft payable at Kolkata on any Nationalised bank in favour of the West Bengal State Election Commission.

T. Ray  
Secretary  
West Bengal State Election Commission

## Instructions to Tenderers / Bidders

### A. **Qualification Criteria:**

The invitation for bid is open to all. But the following qualifications are required to be satisfied for being eligible to submit tender.

- i) The firm participating in the bid is required to submit attested copies of Income Tax, Professional Tax and VAT / Sales Tax Clearance Certificate for the fiscal year 2011-12 along with the Bid/ Tender.
- ii) The credentials of the bidder have to be provided with the bid/Tender.
- iii) The copy of the Manufacturing license is to be attached with the bid, issued by the Competent Authority of the concerned area.
- iv) All copies of documents, not submitted in original, are to be attested invariably.
- v) **10 nos. of vials of 10 ml. each and 10 nos. of vials of 5 ml. each to be submitted as free sample along with the bid for laboratory testing.**

### B. **Cost of Bidding / Tendering:**

The bidder has to bear all costs associated with the preparation and submission of its bid. The authority inviting bid will in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

## The Tender Document

### A. **Clarification of Bidding Document**

The prospective bidder of the tender requiring any clarification of the bidding/ tender document may notify the authority inviting bid or may contact in person.

### B. **Amendment of Bidding Document**

The tender once submitted is final and hence the bid or tender once submitted can not be altered or amended.

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### **C. Period of Tender Validity**

Tender to be submitted by the prospective tenderer must remain valid for at least 3 (three) months from the date of opening the of the tender. In exceptional circumstances, the authority inviting the tender may extend the period of tender validity with prior consent of the tenderer.

### **D. Signing of Bid/ Tender**

All pages of the tender shall have to be initialed by the person(s) signing the tender. Any interline actions, erasers or overwriting in the bid shall have to be properly attested by the person(s) signing the tender.

## **Submission of Bid / Tender**

### **A. Sealing of Bid**

- i) The bidder/ tenderer must seal the bid submitted by them.
- ii) The outer envelope shall be addressed to the Secretary, West Bengal State Election Commission, 18, Sarojini Naidu Sarani, Kolkata-700017 and the marking "Tender for Procurement of Indelible Ink" should be on the envelope.

### **B. Deadline for Submission of Bid**

The bid/ Tender must be submitted within the appointed time and date. No late bid will be accepted by the authority. Bid may be submitted either in person or by speed post.

### **C. Bid Security**

The bid/ tender submitted must be accompanied by the Bid Security of equivalent amount as stated under Para {e} of IFB. The Bid Security of the unsuccessful bidder/ tenderer will be refunded after evaluation and issuance of award letter to the selected tenderer. The successful bidder's Bid Security will also be refunded in due course. The Bid Security will be forfeited in full in the event of failure to execute the contract on the part of the bidder/ tenderer within the stipulated time frame. In this connection any decision of the Commission will be final and binding upon the bidder.

## **Opening Of Bid**

The bids will be opened in presence of bidder/ bidder's representative, who choose to attend the bid opening ceremony to be held as per date and time stated herein above. Only authorized representatives of the bidder with valid identity will be allowed to attend the bid opening ceremony.

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## General Terms & Conditions

### A. General

The bid/ tender is to be submitted subject to the terms and conditions as outlined below. The tenderer, selected for award letter, will have to be bound by all terms and conditions without any exemption.

1. The tenderer has to supply the listed item as per enclosed **SCHEDULE OF REQUIREMENT.**
2. No sub-contract can be awarded under this agreement.
3. The tenderer selected for awarding contract has to sign an agreement in connection with the work for which the proforma will be provided by the authority inviting tender in due course.
4. Bid not submitted as per prescribed procedures and guidelines will be liable for cancellation and will be termed as **Non Responsive** and hence will not be considered for evaluation.
5. It will be the sole authority of the Commission to accept or reject a bid/ tender without assigning any reason.
6. The evaluation of bid will be made as per existing rules and regulations of the Government of West Bengal. It is not obligatory to accept the lowest bid/ tender.
7. The bidder/ tenderer selected for the contract will be informed by an award letter. On receipt of the award letter the successful tenderer shall have to submit letter of acceptance, to the authority within 5 (five) days of receipt of award letter, failing which the second successful bidder will be approached for the contract.
8. The agreement under this contract will be drawn up under the relevant rules and regulations of the Government of West Bengal.
9. In case a bidder/ tenderer intends to supply material for which the bidder/ tenderer is not the manufacturer, an authorization from the Manufacturer within the country is to be submitted along with the bid.

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10. In addition to the forfeiture of Bid Security, the accepted bidder not performing the order with sufficient reason acceptable to the Commission, will be **Black listed** by the Commission.
11. The Commission will reserve the full authority to cancel or accept any bid/ tender without assigning any reason whatsoever without thereby incurring any liability to the affected bidder/ bidders or any obligation to inform the affected bidder/ bidders on the grounds for the Commission's action.
12. At any time prior to the deadline for submission of bids, the Commission may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder modify the bidding document by amendment. All the prospective bidders who have downloaded the Tender document for bidding will have to follow the amended bid uploaded in the Commission's Website.
13. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bid, the Commission at its discretion may extend the deadline for the submission of bids.
14. In case of any false or incorrect information found in the bid, the Commission may reject the bid forthwith with forfeiture of Bid Security. Commission may also initiate legal action against the bidder.
15. A proforma of **Price Schedule** is enclosed, which is to be used to offer rate. Rate quoted is to be stated both in figures and words. In case of discrepancy between figures and words, the rate quoted in words shall prevail. In case of discrepancy between unit price and total price the unit price shall prevail.
16. Price preference, as applicable to the SSI units, State based units and certain earmarked undertakings will be allowed as per norms of the Government of West Bengal.

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17.The bidder should furnish last 3(three) years audited Financial Results.

18.The goods under supply must be fully insured against any loss or damage during transit or storage. Insurance shall be taken for 100% of value of the contract.

## **B. Delivery Clause**

The Supplier will be responsible to deliver all the goods, at the office of this Commission i.e. 18, Sarojini Naidu Sarani, Kolkata – 700 017, within 35 (thirty five) days from the date of receipt of such award letter.

## **C. Delays in the Supplier's Performance**

Delivery of the goods shall be made by the supplier in accordance with the time schedule specified by the Commission in "B" of General Terms and Conditions.

If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the goods which are beyond his control, the supplier shall promptly notify the Commission in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Commission shall evaluate the situation and may, at its discretion, extend the supplier's time for performance with or without liquidated damages in which case the extension shall be ratified by the parties by amendment of the contract.

A delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon, without the application of liquidated damages.

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#### **D. Liquidated Damages**

If the supplier fails to deliver any or all of the materials within the period(s) specified in the contract, the Commission shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 1% per week or part thereof, and the maximum deduction is 10% of the contract price. However, the Commission may waive liquidated damages considering the circumstances of the case on the basis of submission given and in this connection the decision of the Commission will be final and binding upon all.

#### **E. Termination for default**

The Commission may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or part:

- a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract or within any extension thereof granted by the Commission; or
- b) If the supplier fails to perform any other obligation(s) under the contract.
- c) If the supplier, in the judgment of the Commission has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this clause:

**“Corrupt Practice”** means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

In the event the Commission terminates the contract in whole or in part, the Commission may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, and the supplier shall be liable to the Commission for any excess costs for such similar goods. However, the supplier shall continue the performance of the contract to the extent not terminated.

#### **F. Force Majeure**

The supplier shall not be liable for forfeiture of its Liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

For purpose of this clause, “Force Majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Commission either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, earthquake, freight embargoes and such other grounds.

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If a Force Majeure situation arises, the supplier shall promptly notify the Commission in writing of such conditions and the cause thereof. Unless otherwise directed by the Commission in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **G. Terminations for Insolvency**

The Commission may at any time terminate the contract by giving written notice to the supplier, if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Commission.

### **H. Terminations for Convenience**

The Commission, by written notice sent to the supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Commission's convenience, the extent to which performance of the supplier under the contract is terminated, and the date upon which such termination becomes effective.

The goods that are complete and ready for delivery on the date the supplier receives the notice of termination from the Commission, shall be accepted by the Commission at the contract terms and prices. For the remaining goods, the Commission may elect:

- a) to have any portion completed and delivered at the contract terms and prices; and/or
- b) to cancel the remainder and pay to the supplier an agreed amount for partially completed goods and for materials and parts previously procured by the supplier.

### **I. Resolution of Disputes**

The Commission and the supplier shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute(s) arising between them under or in connection with the contract. If, after 30 (thirty) days from the commencement of such informal negotiation, the Commission and the supplier have been unable to resolve amicably contract dispute(s), either party may require that the dispute(s) be referred for resolution before arbitration as per agreement to be made in due course under Section 7 of the Arbitration & Conciliation Act, 1996, between the Commission and the Awardee of the contract. Jurisdiction – the Kolkata High Court.

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## **J. Governing Language**

The contract shall be written in the English Language. Any interpretation of the contract will also be made in English Language. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in the same language.

## **K. Applicable Law**

The contract shall be interpreted in accordance with the laws of the Union of India.

## **L. Payment Clause**

- 1) 50% of the payment will be made subject to the goods being delivered as per specifications and in good condition.
- 2) Rest 50% of payment will be made after receiving the Certificate of Satisfactory Results of Laboratory Analysis.
- 3) Bills and Challans are to be prepared in favour of the Secretary, West Bengal State Election Commission In duplicate, duly marked Original and Duplicate to be submitted to the In-charge of the Stores of the West Bengal State Election Commission.

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For and on behalf of  
West Bengal State Election Commission

## PRICE SCHEDULE

For Bidder's Attention

[Please quote the rate in this format]

1	2	3	4	5	6
Item Description	Detailed Specification	Quantity to be supplied	Unit Price including all except Taxes	Total Price 3 X 4	Sale Tax & Other Taxes if contract is awarded
Indelible Ink					

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## SCHEDULE OF REQUIREMENT

<b>Name of Item with Specification</b>	<b>Quantity Required</b>	<b>Period of Validity</b>	<b>Remarks</b>
<b>Indelible Ink</b>			
10 ml. Vial (Polythene)	60000 Nos. (Sixty thousand)	The material should not expire before 31 <sup>st</sup> August, 2013	
5 ml. vial (Polythene)	80000 Nos. (Eighty thousand)		

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