

KOLKATA POLICE

Tender No- 72/Repairing of Portable Barrier/TEN, Dated:- 27/07/2017



Tender for Repairing of Portable Barrier of Kolkata Police
for the year 2017-18.

**Cost of Tender Document is Rs 200/-
(Rupees Two hundred) only**

KOLKATA POLICE DIRECTORATE, 18, LALBAZAR STREET, KOLKATA 700001.

Designed & Computerized By : Tender Section KPD

Sealed tenders are invited by Commissioner of Police, Kolkata from the from the manufacturers / authorized dealers / bona fide suppliers etc. for Repairing of Portable Barrier of Kolkata Police for the year 2017-18.

The last date of the submission of tender is on 18.08.2017 up to 16.00 hours.

The Detailed Tender Document can be downloaded (after Newspaper Publication) from www.kolkatapolice.gov.in and the price of the detail Tender Document is **Rs 200/- (Rupees Two hundred)** only per copy. Respective Office :- Tender Section, Ground floor Main Building Kolkata Police, Hqrs. Lalbazar, 18, Lalbazar street, Kolkata - 700 001 (Ph:033-2250-5048)(**Fax:-033-2214-5512**),(E-Mail:- tendersection@kolkatapolice.gov.in) on any working day during office hours (10:00 hrs. to 17:00 hrs.)

Bidders are requested to read the instruction contained in Tender DOCUMENT very carefully as defective tender are liable to be cancelled.

Credentials & Pre-qualifications of the Bidder

1. The responding Bidder should be registered under statutes of India. The organization should be of repute and be incorporated /registered in India. Annual reports of the bidder should be made available for review on request.
2. The bidder should not have been blacklisted by any Central/State Government/Public Sector Undertaking for the tendered item and/or any other item. **An undertaking in this regard should be submitted by the bidder otherwise the bid shall be summarily rejected.**

If the selected firm is found/detected Blacklisted by any Central/State Government/Public Sector Undertaking (for the tendered item or any other item) at any stage of procurement process, the acceptance of the selected firm and/or the supply order etc., if issued would be treated as cancelled and the contract in whole will be terminated with immediate effect without any intimation to the concerned firm.

The EMD will be forfeited and Commissioner of Police, Kolkata reserves the right to initiate the proceedings against the selected vendor. In this regard, Commissioner of Police, Kolkata reserves the right to select the second lowest (L2) vendor for supply of the tendered item. The decision taken by Kolkata Police authority in the matter will be treated as full & final in this regard.

3. The bidder should have in its name PAN (Permanent Account Number) with Income Tax authority in India.
4. The Bidder is desirable to have experience in the relevant field for at least last 3 (three) consecutive years.
5. The Bidder should be recognized and having technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience, reputation and the personnel, to perform the works contract.

INSTRUCTIONS FOR GUIDANCE OF BIDDERS

Tenders must be addressed to the Governor of West Bengal (through Commissioner of Police, Kolkata), 18, Lalbazar Street, Kolkata-700001. It should be superscribed "Tender for Repairing of Portable Barrier of Kolkata Police for the year 2017-18.

1. Sealed tender with E.M.D & other relevant documents require to be dropped in the sealed Tender Box kept in Tender Section, Lalbazar (Ground floor) after signing in the register kept for this purpose.
2. Samples if any must be labeled with the name of bidder, name of article, item no. mentioning in a tag entangled with the sample by a cord. Label should not be pasted with the sample.
3. Unaccepted samples if any, will be returned to the bidder after obtaining a letter addressed to the Commissioner of Police, Kolkata for such purpose.
4. Intending bidder have to deposit the **Earnest Money @** Rs 9,000=00 of against the tendered item along with the sealed tender. Deposit should be made in favour of **Commissioner of Police, Kolkata through Bank Draft**.
5. Firms registered as a Small Scale Industry with the C & S.S.I. Department and Firms on rate contract with D.G.S. & D may, however, be exempted from depositing earnest money on production of satisfactory documents in support of their claim, if applicable.
6. **In respect of EMD, Original Bank Draft is to be submitted. No alternative will be accepted.**
7. Any claim of GST/ST or any other prevalent taxes & duties, if applicable, should be clearly mentioned against the rate of item .The amount of such taxes & duties, if required should be shown separately. All bidders are requested to submit GST Registration Certificate in support of their claim for GST.
8. If any bidder disregards these instructions, their tender will be rejected. The department accepts no responsibility for the same.
9. The Commissioner of Police, Kolkata does not bind himself to accept the lowest or any tender, not to assign any reason for non-acceptance. He also reserves the right to divide the contract amongst any number of bidders, and to let contracts for less than the quantities mentioned in the form of tender. The Commissioner of Police, Kolkata reserves the right to revise the quantity of the tendered article/item as per requirement and/or availability of fund.
10. The stores must be supplied in every respect in accordance with the standard pattern, terms and conditions of the contract.
11. Any attempt of canvassing on the part of a bidder will render his tender liable to rejection summarily.
12. Bidders whose contracts are accepted will be required to execute at their own cost a duly stamped **Agreement in the prescribed Form within a Stipulated period** after they are notified about the acceptance of the tenders and **Security Deposit** at prescribed rates in the form of Bank Deposit receipt, National Savings Certificate issued by Post Office (P.O.) duly pledged in favour of the Commissioner of Police, Kolkata, should be deposited.
13. All bidders shall submit along with their tender, copy of the valid **Trade License, Sales Tax Clearance Certificate and valid document of Professional Tax & GST Registration No.** Tenders received without such certificates will not be considered. Credentials as to previous contracts held by the bidders with any other department of Government should also be enclosed as well.

14. Manufacturing Units should have to submit authentic documents to be a manufacturer or a **Proprietary Article Certificate** for the same.
15. The products of (1) Regd. SSI Unit of the State (2) State Govt. Undertakings/ Organizations owned/ managed by the State Govt. and (3) State based Medium Scale/ Large Scale Units may be given preference, if quality is found satisfactory, in terms of the relevant rules of WBFR Vol-I (Since amended) & Finance Deptt. Notification, Govt. of W.B. issued from time to time, if applicable.
16. Bidders who wants to participate the in this tender have to deposit the cost of the Detail Tender Document through Bank Draft, must be produced along with the Sealed Earnest Money Bid.
17. **Tender would be evaluated on the basis of financial bid. However, demonstration of the item, intended to be procured is desirable. The required cost for demonstration of the tendered items would be borne by the bidder.**
18. **This tender is valid for 1(one) year from the date of issue of acceptance letter**

CONDITIONS

1. In the event of the Bidder failing to make a security deposit in manner hereinafter mentioned, the Commissioner of Police, Kolkata may, at his discretion, forfeit the earnest money lodged with this tender and cancel the acceptance of the tender.
2. **On completion of tender formalities, Letter of Acceptance (LoA) will be issued in favour of the selected bidder. The tender will remain valid for 01 (one) year from the date of issuance of LoA and the selected bidder will be bound to supply of the tendered item as per accepted rate of the respective tender against the Supply/Firm Order placed within the validity period of the tender. The bidders are therefore advised to quote their rate keeping in mind with the above stipulation. No deviation of the above shall be entertained.**
3. **The Bidder shall have to deposit equivalent to a sum equal to 5% (five percent) of the total value of the Supply/Firm Order (excluding admissible Taxes/GST) as Security Deposit (covering the entire Warranty period) in a Savings Bank Pass Book pledged to the Commissioner of Police, Kolkata or in Government Securities endorsed to the Commissioner of Police, Kolkata or produce bank guarantee and FDR (of Nationalized Bank) and execute an Agreement within 10 days from the date of issue of the Supply/Firm Order failing which the Letter of Acceptance (LoA) may liable to be cancelled.**
4. Commissioner of Police, Kolkata may accept the tender in respect of all the goods tendered for, or any of them, or any part of all or any of them, by notifying the Bidder accordingly in the acceptance and the tender shall thereupon be considered as a tender for the quantity so accepted.
5. The Bidder shall be liable to supply the tendered item as per agreement mutually agreed upon against placement of order of supply from time to time by the Commissioner of Police, Kolkata within the time specified in the respective order. **Commissioner of Police, Kolkata reserves the right for placement of supply/firm order at any time during the validity period of the tender and the bidder is bound to supply of the tendered item as per accepted rate of the respective tender.**
6. If the Bidder by any cause, other than his own neglect or default, be prevented or delayed from supplying goods as aforesaid, the periods provided in clause may be extended by the Commissioner of Police, Kolkata on being satisfied that reasonable grounds exist for such extension.

7. The Bidder shall provide, at his own expense, all tools, plant, implements, packing, coolie hire charges and the like as will be necessary for the due performance of the contract. No claim on these account shall be entertained.
8. This contract shall not be sublet either wholly or partly without the written permission of the Commissioner of Police and on breach of this provision the Commissioner of Police may determine the contract and forfeit the Security Deposit and the Bidder shall have no claim for loss thereby resulting to him on any account whatsoever.
9. Any breach by the Bidder of any of the terms of the contract the Commissioner of Police, Kolkata may, in addition to recovering any loss to sustain, terminate the contract on seven (07) days notice to the bidder. The decision of the Commissioner of Police, Kolkata shall be the final on all questions as to the extent, meaning or construction of the said schedule or any descriptions, prices or other matters therein mentioned.
10. Where this contract is made with a firm, the act of any partner in the firm whether in breach or performance of the contract, shall be binding on the firm.
11. In the event of failure to supply the articles according to approved samples as agreed upon by the bidder, such articles will be purchased elsewhere without notice to the bidder on the account and at the risk of the bidder. Bidder shall be liable for any loss which the Government may sustain on that account but the bidder shall not be entitled to any gain on purchase made against default.
12. Reputed Brands of the items are to be quoted.
13. Authentic documents regarding genuineness of the articles to be produced in respect of supplies of "Branded" articles in each supply.
14. **The demonstration of the item/equipment etc., if required, will have to be arranged by the bidder before the Tender committee prior to selection of item/equipment. If the bidder is failed to supply the items/articles according to the specification and/or approved samples of the respective tender, the E.M.D / S.D may be forfeited and the selected firm may be blacklisted.**
15. **The Commissioner of Police does not bind himself to accept the lowest or any tender, not to assign any reason for non-acceptance. He also reserves the right to divide the contract amongst any number of bidders. The Commissioner of Police, Kolkata reserves the right to accept and/or reject any tender, all tenders or any part thereof, without assigning any reason thereto.**
16. **The Commissioner of Police, Kolkata reserves the right to invoke and/or cancel the Supply/Firm Order, if situation so warrants or the terms and conditions are not complied with, without assigning any reason thereto.**
17. **Grounds for Blacklisting which are usually accepted -**
 1. **At the stage of competitive bidding- on the ground of -**
 - i) Submitting false documents as far as the eligibility criteria are concerned,
 - ii) Submission of bid which involves concealment /suppression of facts in the bids in order to influence the outcome of eligibility screening or any other stage of open bidding.
 - iii) Unauthorized use of one's name or the name of any other firm for the purpose of bidding,
 - iv) Withdrawal of a bid, or refusal to accept an award, or enter the contract with the Govt. without justifiable cause, after he had been adjudged as having submitted the lowest responsive bid,

- v) Refusal or failure to post the required performance security within the prescribed time, as indicated in the detailed tender notice.
- vi) Refusal to clarify in writing its bid during post qualification within the prescribed period as contained in the detailed tender notice from receipt of the request for clarification.
- vii) Any documented unsolicited attempt to unduly influence the outcome of bidding in his favour,
- viii) All other acts that tend to defeat the purpose of competitive bidding which is contrary to financial rules of the Government e.g. habitual withdrawing from bidding except a valid reasons, not complying with the requirements during bid evaluation.

2. At the stage of contract implementation - on the ground of -

- i) Failure on the part of the firm to supply items as per Supply Order due solely to his fault or negligence within the prescribed period as mentioned in the detailed tender notice.
 - ii) Failure on the part of the firm/company to fully and faithfully comply with the contractual obligations without valid cause or failure to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract.
 - iii) Assignment and sub-contracting of the contract or any part thereof
 - iv) Unsatisfactory progress in the delivery of goods/items in case of procurement,
 - v) Supply of inferior quality of goods, as may be provided in the contract or as per accepted sample/specimen of item(s).
 - vi) Any other reason, which the procuring entity deems it logical to include in the contract, duly agreed by the selected bidder/firm.
 - vii) Failure of supply within the stipulated period of time to be mentioned in the supply order.
- 18. Disputes and Arbitration** - In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of Commissioner of Police, Kolkata or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do works or neglecting his work or being unable to act as arbitrator for any reason whatsoever, the Commissioner of Police, Kolkata shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. The Bidder will have no objection in any such appointment that arbitrator so appointed is employee of Kolkata Police. The adjudication of such arbitrator shall be governed by the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof. The arbitration shall be held within the jurisdiction of Hon'ble High Court of Calcutta.

19. It should be noted that the firm/firms will be selected purely as "PROVISIONAL BASIS" and the forecast requirement may increase or decrease as per requirement

- 20. In case of GST Registration Certificate under the Govt. of W.B/ Clearance Certificate, the existing order of Finance Deptt. Shall be followed.
- 21. The Bidder is desirable to have an office in West Bengal and service delivery centre at Kolkata. The Bidder should mention in detail their support infrastructure including address, contact phone no., fax no., e-mail ID etc. and modalities by which fast response to maintenance calls and minimum downtime will be ensured.

22. Important Time Schedule - (date & time schedule)

| Sl No. | Particulars | Date & time |
|--------|---|---------------------------|
| 1. | Date of uploading of N.I.T Documents online(publishing date) | 27.07.2017 at 16.00 hours |
| 2. | Documents download/sell start date | 27.07.2017 at 16.00 hours |
| 3. | Documents Download/Sell End date | 18.08.2017 at 16.00 hours |
| 4. | Bid submission closing date(online) | 18.08.2017 at 16.00 hours |
| 5. | Last date of submission of tender fee & Earnest Money Deposit and Bid Documents (Offline) | 18.08.2017 at 16.00 hours |
| 6. | Bid opening date | 22.08.2017 at 15.00 hours |

23. BILL OF MATERIALS:-

| Item No | Description of the items | REQUIREMENT | Total Cost (Inclusive GST & Others) |
|---------|--|-------------|-------------------------------------|
| 1. | Repairing of Portable Barrier (Having broken leg with wheel) | 400-Nos | |

For any clarification regarding Repairing of Portable Barrier bidder may visit office of the OC, RMS, TP.

24. Tender bid should be submitted in close cover. The following documents should be submitted along with the bids -

| Sl. No. | Category Name | Sub-Category Description | Detail(s) |
|---------|-------------------|--------------------------|--|
| A. | Certificate(s) | Certificate(s) | GST Registration Certificate & Acknowledgement. PAN & IT Receipt./ITR Assessment year 2015-2016. P Tax Enrolment /Challan) |
| B. | Company Detail(s) | Company Detail | Proprietorship Firm (Trade License) Partnership Firm:(Partnership Deed, Trade License) Ltd. Company:(Incorporation Certificate, Trade License) Society:(Society Registration Copy, Trade License) Power of Attorney. |
| C. | Credential | Credential -1 | Similar nature of work done is applicable for eligibility in this tender/Undertaking regarding Blacklisting & Bank Solvency certificate. |

25. Rejection of Bid -

The Commissioner of Police, Kolkata reserves the right to reject any/or all the tendered rates without assigning any reason and not to place any orders even after selection and is not liable to pay any cost that might have incurred by any bidder at the stage of bidding and also reserves the right to, divide the contract amongst any number of bidders', if required so and to place order for more or less than the quantity mentioned in the forecast requirement. The Commissioner of Police, Kolkata does not bind himself to accept the lowest rate.

26. Award of Contract -

The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance (LoA). The notification of award will constitute the formation of the Contract.

The Agreement in prescribed format will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including N.I.T. & agreement. will be the part of the contract documents.

**Sd/-
for Commissioner of Police,
Kolkata.**