

NIT

[NOTICE INVITING TENDER]

No. : WBKP/CP/ NIT- 19/ AMC of Photocopier Machines/TEN Dated: 08/04/2018

**TENDER
FOR AMC (NON COMPREHENSIVE) OF PHOTOCOPIER MACHINES
FOR THE USE
OF
KOLKATA POLICE**



KOLKATA POLICE DIRECTORATE

Tender Section, 18, Lalbazar Street, Kolkata – 700 001.

Ph. : (033) 2250 5275 / (033) 2250-5048 • Fax : 033-2214-5512

e-Mail : tendersection@kolkatapolice.gov.in

NOTICE INVITING TENDER

Sealed tenders are invited by the Commissioner of Police, Kolkata on behalf of the Governor of West Bengal from the Authorized dealers/ Original Equipment Manufacturers for **AMC (Non Comprehensive) of Photocopier Machines for the use of Kolkata Police.**

The Detailed Tender Document can be downloaded from kolkatapolice.gov.in. Bidder has to submit their bid in the sealed Box kept at Tender Section, 18, Lalbazar Street, Kolkata – 700 001.

Name of Work	AMC (Non Comprehensive) of Photocopier Machines for the use of Kolkata Police.
Type of Bid : Two bid systems	Technical and Financial Bid to be submitted separately. Financial Bid of only technically qualified bidders shall be opened.
Earnest Money Deposit	Rs.8000/- (Rupees eight thousand) only in the form of Demand Draft from any nationalized bank in favour of “Commissioner of Police, Kolkata”
Last Date of Bid Submission	31.05.2018 up to 15.00 hrs.(EXTENDED)
Validity of Offers	180 Days from the date of opening of Commercial bid
Technical Bid Opening Date	01.06.2018 at 15.00 hrs.
Tender Opening Location	Office of the Commissioner of Police, Kolkata. 18, Lalbazar Street, Kolkata – 700 001.
Contact – Respective Offices on any working day during office hours (10:00 hrs. to 17:30 hrs.)	a) Tender Section – Ground floor Main Building Kolkata Police, Hqrs. Lalbazar, 18, Lalbazar street, Kolkata - 700 001. Ph. – (033) 2250-5048. e-Mail – tendersection@kolkatapolice.gov.in

Bidders are requested to read the instruction carefully before submission of tender. Defective Tender bids are liable to be cancelled.

Sd/-
for Commissioner of Police,
Kolkata

I. PRE BID-QUALIFICATION

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.

In this case the EMD/SD will be forfeited and the Commissioner of Police, Kolkata reserves the right to initiate the proceedings against the selected vendor. In this regard, the 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. All bidders shall submit along with their tender, copy of the **valid Trade License, 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.
5. Bidder or in case of any partnership firm, any one of the partners should not be insolvent, in receivership, bankrupt or being wound up, their affairs are not being administered by the Court or a judicial officer, their business activities have not been suspended and should not be the subject of legal proceedings of any of the foregoing.
6. Bidder or in case of any partnership firm, any one of the partners should not have been convicted of any criminal offence related to professional conduct or the making of false statement or misrepresentation as to their qualifications.
7. The Bidder is desirable to have experience in the relevant field for at least last 3 (three) consecutive years.
8. All items in the Tender should be quoted. The items may be from different manufacturers, but the Bidders should provide one certificate owning the responsibility of integration along with manufacturer's authorization for such items.

II. INFORMATION FOR THE BIDDER

1. Tenders must be addressed to the Commissioner of Police, Kolkata, 18, Lalbazar Street, Kolkata-1. It should be superscripted "**Tender for AMC of Photocopier Machines for the use of Kolkata Police.**"
2. Brochures of the item(s) must be submitted along with sealed tender bid.
3. Intending bidder has to deposit the Earnest Money of Rs.8,000/- as mentioned against the tendered item in favour of the Commissioner of Police, Kolkata through Demand Draft. No alternative will be accepted.
4. Firms registered as a Small Scale Industry/MSME 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.
5. Any claim of GST 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. Provision of GST will be taken into account on its implementation.
6. In case the Custom Duty Exemption Certificate (CDEC) is to be obtained from Ministry of Home Affairs Govt. of India for imported item, the payment of Customs Duty/GST etc, whether to be required or not, should be expressly mentioned. Rate should be quoted including CDEC, if applicable. The final rate of the item may be accepted without Custom Duty subject to submission of CDEC by Kolkata Police at the time of supply of the item.

7. Any attempt of canvassing on the part of a bidder will render his tender liable to rejection summarily.
8. Manufacturing Units should have to submit authentic documents to be a manufacturer or a Proprietary Article Certificate for the same.
9. If any bidder disregards these instructions, their tender will be rejected. This office accepts no responsibility for the same.
10. Bidders shall have to submit the rate as per requirement as reflected in the BOQ(Bill of Quantity/Material) during submission of the Financial Bid Sheet.. The base price (rate per unit) shall be quoted in the space earmarked for the same. Tax and duties separately shall have to be mentioned in the columns provided for the purpose.
11. The tender shall comprise of two bid systems – (i) **Technical Bid** & (ii) **Financial Bid**. The Technical Bid will be opened first and if it is found technically suitable and/or feasible, only then the Financial Bid will be considered. Otherwise the entire Bids (Technical, Financial) will be treated as cancelled. Technical Bids and financial evaluation shall be done by the Tender Committee constituted for that purpose.
12. Evaluation process of the tender is as follows –
 - a) Technically qualified bidders who have fulfilled eligibility criteria on the basis of technical evaluation by the tendering authority shall qualify for financial evaluation.
 - b) Lowest out of valid financial bids shall be selected for issuance of contract.
13. The Commissioner of Police, Kolkata does not bind himself to accept the lowest or any tender, not to assign any reason for non-acceptance. The Commissioner of Police, Kolkata reserves the right to revise the quantity of the tendered item as per requirement and/or availability of fund within the validity period of tender which is 1(one) year.
14. The Commissioner of Police, Kolkata may accept the tender in respect of all the items 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.
15. 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.
16. 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 GST) as Security Deposit (covering the warranty period of 1 year) in the form of Bank Guarantee or FDR (of Nationalized Bank) and execute an Agreement in prescribed form within 7(seven) days from the date of issue of the Supply/Firm Order failing which the Letter of Acceptance (LoA) may liable to be cancelled.

The Security Deposit will be released after completion of the whole project i.e. after satisfactory completion of 1 year AMC period. SD will not carry any interest.
17. In the event of the Bidder failing to make a security deposit, Commissioner of Police, Kolkata may, at his discretion, forfeit the earnest money lodged with this tender and cancel the acceptance of the tender.
18. After completion of the process of selection, the selected firm is expected to furnish Proforma Invoice for the respective item(s) for initiating procedural formalities for obtaining sanction of Govt. The Supply/Firm order may, however be placed only on receipt of sanction of fund from Govt.
19. 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. **The 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.**
20. If the Bidder by any cause, other than his own neglect or default, be prevented or delayed from supplying items/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.

21. 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 accounts shall be entertained.
22. This contract shall not be sublet either wholly or partly without the written permission of the Commissioner of Police, Kolkata and on breach of this provision the Commissioner of Police, Kolkata 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.
23. 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.
24. 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.
25. 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.
26. The Commissioner of Police, Kolkata does not bind himself to accept the lowest or any tender, not to assign any reason for non-acceptance. 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.
27. 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.
28. Grounds for Blacklisting –
 - a) **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.
 - b) **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.

29. **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.**
30. It should be noted that the firm/firms will be selected purely as “PROVISIONAL BASIS” and the forecast requirement may increase or decrease by any quantity, which is binding upon the successful bidder & the bidder shall be bound to supply the same as per accepted rate.
31. 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.
32. **Bid opening Location** – Office of the Commissioner of Police, Kolkata, 18 Lalbazar Street, Kolkata – 1.
33. The delivery period shall in no case exceed a period of 30(thirty) days of the issuance of Work Order. The Commissioner of Police reserve the right to extend the delivery period against any satisfactory reason thereafter.
34. The mode of payments to be made in consideration of the work to be performed by the bidder shall be as follows:
35. **PAYMENT TERMS: After satisfactory completion of every six (06) months.**

III. BILL OF MATERIAL.

<u>Sl. NO</u>	<u>ITEM DETAILS (List of Machines)</u>	<u>Requirement</u>	<u>Rate per Unit</u>	<u>GST</u>	<u>Total Price per unit inclusive of all Taxes.</u>
1	K.M-1620	17 Nos.			
2	K.M-1635	18 Nos.			
3	Tosiba e-167	01 No.			
4	Task Alfa 180	28 Nos.			
5	Task Alfa 1800	34 Nos.			
6	Bizhub - 163V	03 Nos.			
7	Bizhub - 164	41 Nos.			
8	Bizhub - 211	01 No.			
9	CANON ir 2020	01 No.			
10	Canon 3035	01 No.			
11	Canon 2420I	07 Nos.			
12	Ricoh - 1900	02 Nos.			
13	Ricoh MP 3220	01 No.			

V. SUBMISSION OF TENDERS

Tenders must be submitted in two Sealed Covers

- i) One sealed Cover should contain Commercial/ Financial bids only which should be properly superscripted **FINANCIAL BID (COVER-1)**
- ii) Another Cover (**COVER-2**) should Contain **Technical Proposals and EMD along with other non-statutory papers** including latest copies of Trade Licence, Professional tax Challan, Pan Card, Authorization Letter from the OEM, Latest I.T Receipt, GST Registration, credential, undertaking regarding Blacklisting and other papers if required This Covers should be clearly superscripted **TECHNICAL BID** and sealed in one single sealed envelope and the sealed cover should be clearly superscripted **“Tender for AMC (Non Comprehensive) of Photocopier Machines for the use of Kolkata Police.”**

. This instruction must be strictly followed otherwise tender will be cancelled.

Cover containing documents latest copies of Trade Licence, Professional tax Challan, Pan Card, Latest Income Tax, Return, GST Registration, Credential and other papers if required will be opened first and if found in order, cover containing the rate/Financial bids will be opened. If there is any deficiency in the Documents the tender will summarily be rejected.

Non-statutory Cover Containing the following documents –

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	GST IN PAN . P Tax (Challan) (Latest). Latest IT Receipt. Authorization certificate from OEM.
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 in any Govt. / Semi Govt. Organization or PSU / Corporation or Local Bodies.
D	Undertaking reg. Blacklisting		Undertaking regarding blacklisting in the form of affidavit.

C) 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 nay 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.

D. CHECK LIST TO BE UPLOADED ONLINE

NIT No.

NAME OF THE TENDER:

NAME OF THE FIRM:.....

FULL ADDRESS OF THE FIRM & BIDDER (FOR COMMUNICATION)

.....

E-MAIL ADDRESS.....

CONTACT PERSON RELATING TO THIS TENDER WITH MOBILE NO

.....

TENDERING AS: (STATUS OF THE FIRM SHOULD BE GIVEN):

.....

DETAILS TO BE GIVEN

SL NO	ITEMS	PLEASE MARK		FOR USE OF THE BIDDERS (PROVIDE REGISTRATION NUMBERS WHERE APPLICABLE)	REMARKS (FOR OFFICE USE ONLY)
		YES	NO		
1	EMD IN FAVOUR OF THE COMMISSIONER OF POLICE, KOLKATA AS PER NIT	YES	NO		
2	COPY OF THE LATEST TRADE LICENCE	YES	NO		
3	COPY OF LATEST PROFESSIONAL TAX CHALLAN AND ENROLMENT/	YES	NO		
4	COPY OF PAN CARD (PAN NO TO BE MENTIONED	YES	NO		
5	COPY OF LATEST INCOME TAX RETURN	YES	NO		
6	COPY OF GST REGISTRATION	YES	NO		
7	CREDENTIALS OTHER PAPERS	YES	NO		
8	AUTHORIZATION CERTIFICATE FROM OEM				
9	UNDERTAKING THAT THE COMPANY WAS NOT BLACKLISTED BY G.O.I. / STATE GOVERNMENT DURING LAST 5 YEARS IN THE FORM OF AFFIDAVIT.	YES	NO		
10	CERTIFICATE ABOUT OPERATIONAL OFFICE IN KOLKATA	YES	NO		

- Note: 1) The bidders are requested to see that all of the above columns are marked.
 2) If any of the information furnished above are found to be false, action as per tender rule will be initiated.

Sd/-
 for Commissioner of Police,
 Kolkata

ANNEXURES
(To be submitted in following Format)

ANNEXURE – I

DECLARATIONS

Sir,

Having examined the Bid Documents of Tender for **AMC of Photocopier Machines for the use of Kolkata Police.**

We, _____, offer to supply and deliver the entire work in conformity with the Terms & Conditions the Terms & Conditions laid down in the **Tender Notice no. _____ dt. _____** and would abide by the same terms and conditions throughout the period of contract.

We, hereby also agree to execute a **“Contractual Agreement”** with Kolkata Police based on all the terms and conditions laid down in the **Tender Notice No..... dt. in the event of being selected as a successful Bidder.**

We understand that you are not bound to accept the lowest or any bid you may receive.

We also understand that you have the right to revise the quantities and/or split the total order among the Bidders and/or procure the available and compatible items/ equipments under DGS&D Rate Contract.

Signature with date

Name in block letters

Seal of the Company

ANNEXURE – II

Security Deposit (SD)
(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No.

Date:

To

Dear Sir,

WHEREAS..... (Name of bidder) hereinafter called "the bidder" has undertaken, in pursuance of Contract dated, (hereinafter referred to as "the Contract") **AMC of Photocopier Machines for the use of Kolkata Police.**

AND WHEREAS it has been stipulated in the said Contract that the Bidder shall furnish a Security Deposit ("the Guarantee") from a scheduled bank for the sum specified therein as security for **AMC of Photocopier Machines for the use of Kolkata Police.**

WHEREAS we _____ ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give Kolkata Police the Guarantee:

THEREFORE the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Bidder to Kolkata Police

Under the terms of their Agreement dated _____ on account of any breach of terms and conditions of the said contract related to partial non-implementation and/ or delayed and/ or defective implementation. Provided, however, that the maximum liability of the Bank towards Kolkata Police under this Guarantee shall not, under any circumstances, exceed _____ in aggregate.

2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from Kolkata Police stating full or partial non-implementation and/ or delayed and/ or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to Kolkata Police any and all sums demanded by Kolkata Police Under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from Kolkata Police to the Bank shall be sent at the following address:

Attention Mr. _____.

3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 60 months from the date of its execution.

4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by -

- i) Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
- ii) Any breach or non-compliance by the Bidder with any of the terms and conditions of any Agreements/ credit arrangement, present or future, between Bidder and the Bank.

5. The BANK also agrees that Kolkata Police at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against Bidder and not withstanding any security or other guarantee that Kolkata Police may have in relation to the Bidder's liabilities.

6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of Kolkata Police Or any other indulgence shown by Kolkata Police Or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.

7. This Guarantee shall be governed by the laws of India and only the courts of Kolkata shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the Day of

Witness

(Signature)

(Signature)

(Name)

Bank Rubber Stamp

(Name)

(Official Address)

Designation with Bank Stamp

Plus Attorney as per Power
of Attorney No.

Dated: