

# NIT

[NOTICE INVITING TENDER]

No. : WBKP/CP/NIT-21/SSO PORTAL/TEN Dated : 11/05/2018

TENDER  
FOR DESIGN, DEVELOPMENT,  
IMPLEMENTATION & MAINTENANCE OF  
**“SINGLE-SIGN-ON” PORTAL**  
OF  
KOLKATA POLICE



**KOLKATA POLICE DIRECTORATE**

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

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## NOTICE INVITING TENDER

Sealed Tenders are invited by **Commissioner of Police, Kolkata** from reputed Software Development Companies/Firms/System Integrator (SI)/Traders/Registered SSI Units/Industrial Undertakings/Organizations own and managed by Govt. based on Medium and Large Scale units for **Design, Development, Implementation & Maintenance of "Single-Sign-On" Portal of Kolkata Police** .

Name of Work	<b>Design, Development, Implementation &amp; Maintenance of "Single-Sign-On" Portal of Kolkata Police</b>
Type of Bid : <b>Two bid systems</b>	Technical and Financial Bid to be submitted separately. Financial Bid of only technically qualified bidders shall be opened.
Earnest Money Deposit	<b>Rs.10,000/- (Rupees ten thousand)</b> only in the form of Demand Draft in favour of "Commissioner of Police, Kolkata" Payable at Kolkata.
<b>Documents Available Date &amp; Time</b>	<b>11.05.2018</b>
<b>Bid submission Closing Date</b>	<b>22.05.2018 up to 15.00 hrs.</b>
<b>Technical Bid opening Date &amp; Time</b>	<b>24.05.2018 at 15.00 hrs.</b>
Delivery Period	<b>21 days</b> from the date of issuance of Work/Supply Order.
Validity of Offers	<b>180 days</b> from the date of opening of Commercial bid.
Tender Submission & Opening Location	<b>Office of the Commissioner of Police, Kolkata. 18, Lalbazar Street, Kolkata – 700 001.</b>
<b>Contact Details –</b> Respective Offices on any working day during office hours (10:00 hrs. to 17:30 hrs.)	<ul style="list-style-type: none"> <li>● <b>Tender Section</b> – Ground floor Main Building Kolkata Police, Hqrs. Lalbazar, 18, Lalbazar street, Kolkata - 700 001. Ph. – (033) 2250-5275 / 5048, Fax – 033-2214-5512, e-Mail – <a href="mailto:tendersection@kolkatapolice.gov.in">tendersection@kolkatapolice.gov.in</a></li> <li>● <b>For Technical Query</b> – Samaresh Ghosh, Computer Cell, Kolkata Police, Mob. : 9674255541.</li> <li>● <b>For Tender Procedure Query</b> - HA Tender (Mod), Mob.: 9830389446, Ph. – (033) 2250 5275.</li> </ul>

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

**for Commissioner of Police,  
Kolkata**

## I. **DEFINITIONS**

- **“Bidder”** means a bidder / firm / agency who has responded to this Tender Document by submitting his Technical and Financial Proposal.
- **“Contract”** means the contract signed between the Kolkata Police and the successful bidder pursuant to the tender document herein.
- **“Contract Price”** means the price to be paid to the Contractor for providing the intended solution, in accordance with the Contract.
- **“Contractor”** means the successful Bidder whose bid to perform the Contract has been accepted by Kolkata Police and is named as such in the Letter of Intent (LoI) / Letter of Acceptance (LoA).
- **“Government”** means the Government of West Bengal.
- **“Party”** means Kolkata Police or the Contractor, as the case may be, and “Parties” means both of them.
- **‘Services’** means the work to be performed by the contractor including the supply of related accessories, transportation, insurance, customization, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the intended equipment to be provided by the contractor and as specified in the Contract.

## II. **SCOPE OF WORK**

**The Kolkata Police Intranet Portal (SSO) Admin console with following functionalities :**

- a) Placeholder for the SSO admin to login.
- b) Functionality for Admin to provision or de-provision the software application through a single screen.
- c) Functionality for Admin to assign and control various types of access to users for different applications, based on the role and seniority of the user.
- d) Functionality for Admin to block/unblock the access for users.
- e) Functionality for Admin to reset password for users.
- f) Functionality for Admin to assign and control various types of applications without change of source code and database.
- g) Application should be compatible with all types of responsive web-browser.
- h) Application should be open source platform.
- i) We required some useful modules (telephone directory, Blood Donor list, NEWS bulletin & law and order etc.) need to develop and integrated with the SSO.

## III. **PRE-BID QUALIFICATIONS**

### 1. **Company Registration :**

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. **Undertaking Regarding Blacklisting :**

- 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. **Partnership Firm (if applicable) :**
  - 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.
  - 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.
  - 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.
4. **Annual Turnover :**

The bidder desirable to have had an Annual Turnover of **Rs. 3.00 lakh** only for the last financial year.
5. **Work Experience :**

Preference will be given, who have an experience in the relevant field for at least last 3 (three) consecutive years.
6. **PAN No. :**

The bidder should have in its name PAN (Permanent Account Number) with Income Tax authority in India.
7. **Taxes & Other Clearance Certificates :**
  - All bidders shall have to submit copy of the valid **Trade License/Certificate of Incorporation, VAT Registration Certificate No.** alongwith sealed tender. 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.
  - Any claim of VAT/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. Provision of GST will be taken into account on its implementation.
8. **Service Tax :**

The bidder should have in its name Service Tax Registration number in India.
9. **Capability of Bidder :**

The bidders should have sufficient no. of technically qualified support staff on their roles. A certificate in this respect has to be submitted.

#### **IV. INFORMATION FOR THE BIDDER**

1. **Responsibility :**

It is the responsibility of the Bidders submitting the bid in the formats given and as per the terms and conditions of the tender documents. In the event of any doubt regarding the terms and conditions / formats, the bidder concerned may seek clarifications from the authorized offices of Kolkata Police mentioned on page 3 of this document. In case any tampering / unauthorized alteration is noticed in the bid submitted from the bidding document available on the sealed cover, the said bid shall be summarily rejected without assigning any reason.
2. **Tender Address :**

Sealed Tenders must be addressed to the Governor of West Bengal (through Commissioner of Police, Kolkata), 18, Lalbazar Street, Kolkata-700 001. It should be superscripted "**Design, Development, Implementation & Maintenance of "Single-Sign-On" Portal of Kolkata Police**".
3. **Preference for Govt. Organisation :**

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.
4. **Earnest Money Deposit (EMD) :**

Intending bidder has to deposit the Earnest Money **Rs.10,000/- (Rupees ten thousand)** only. Deposit should be made in favour of the Commissioner of Police, Kolkata through Bank Draft drawn from any

Nationalized Bank/Reputed Bank. In respect of EMD, **Original Bank Draft is to be submitted**. No alternative will be accepted.

5. **EMD Exemption :**

Firms registered as a Small Scale Industry/MSME/NSIC/C&SSI Department, West Bengal may, however, be exempted from depositing Earnest Money on production of satisfactory documents in support of their claim.

6. **Submission of Bids :**

The tender must be submitted in two separate sealed covers - First One containing the **Technical Bid**, Second One containing the **Financial Bid**. The Technical Bid will contain two sealed covers : (i) **Statutory Cover** and (ii) **Non-Statutory Cover**. The Technical Bid will be opened first and after Completion of Technical Evaluation Financial Bid will be considered. Otherwise the entire Bids (Technical, Financial and Earnest Money) will be treated as cancelled.

7. **Evaluation Process :**

- 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.

8. **Tender Acceptance & Rejection :**

The following considerations shall be taken into account while evaluating the bids –

- Whether the specifications and services offered are as per the requisite tender specifications in the document.
- Whether the bidder has submitted all the information/documents as required to be submitted along with the Technical Bid.
- Bidders submitting incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- Tenders with the Technical Bid not containing the EMD amount will be summarily rejected.
- Tenders without the signed copy of the Tender Documents will be summarily rejected.
- In addition to the above rejection criteria, if there is non-compliance of any of the other clauses of this Tender Document, the tender is liable for rejection.
- The Commissioner of Police, Kolkata reserves the right to accept any bid, and to annul the bid process and reject all bids at any time, without assigning any reason, prior to placement of supply order/ signing of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for Kolkata Police's action.
- 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.
- 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 within the validity period of tender which is 1(one) year.
- 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.
- 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..
- 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..
- In the event of failure to supply the articles software as agreed upon by the bidder, such software 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.

**9. Demonstration :**

The demonstration of the software, if required, will have to be arranged by the bidder before the Tender committee prior to selection of the same. If any or all the features are not found suitable and/or up to the mark by the members of the Tender Committee, the same shall be liable to be rejected even after having lowest rate. The decision of Tender Committee and/or any other Committee constituted for the purpose will be taken as final. The bidder is liable for the cost of equipment / product of demonstration.

**10. Letter of Intent/Acceptance (LoI / LoA) :**

- It should be noted that the firm/firms will be selected purely as "PROVISIONAL BASIS" and the forecast requirement may increase or decrease depends on requirement and availability of fund.
- On completion of Tender formalities, Letter of Intent (LoI) / Letter of Acceptance (LoA) will be issued in favour of the selected bidder.
- The instant tender accepted rate of the tendered items will remain valid for 01 (one) year from the date of issuance of LoI/LoA.
- 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 selected bidder will be bound to supply of the tendered items as per accepted rate of the respective tender against the Supply/Firm Order placed time to time within the validity 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.
- **LoI / LoA does not confer any right to supply/implementation. A separate supply order will be issued.**

**11. Security Deposit (SD) :**

- 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/VAT) as Security Deposit (covering the warranty period of 1 year) in the form of Bank Guarantee/Bank Deposit receipt, National Savings Certificate issued by the Post Office (P.O.) duly pledged in favour of the Commissioner of Police, Kolkata or 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 in prescribed form (Annexure-II) 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.
- The Security Deposit will be released after completion of the whole project i.e. after satisfactory completion of 1 year warranty period.
- **Security Deposit will not carry any interest.**
- 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.

**12. Proforma Invoice :**

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.

**13. Supply of Stores :**

- 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.
- If the Bidder by any cause, other than his own neglect or default, be prevented or delayed from supplying item(s) 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.

- 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.

#### 14. 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 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.

#### 15. Disputes & 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.**

#### 16. Office for Communication of the Bidder:

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.



**17. Training & Technical Support :**

The after sale training, technical support during warranty period etc. for the tendered item(s) should be done by the selected bidder "Free of Cost". **An Undertaking in this regard should be submitted along with the bid.**

**18. Warranty & Maintenance :**

The successful Bidder must furnish comprehensive warranty for support and maintenance for a **period of 1 (one) year** from the date of successful commissioning of the Software as certified by Kolkata Police.

**19. Bill of Materials :**

Name of Item	Quantity of Item	Earnest Money
<b>Design, Development, Implementation &amp; Maintenance of "Single-Sign-On" Portal of Kolkata Police</b>	01 No.	<b>Rs.10,000/- (Rupees ten thousand) only</b>

**20. Delivery :**

The delivery period shall in no case exceed a period of **21 days** of the issuance of Work Order. The Commissioner of Police reserve the right to extend the delivery period against any satisfactory reason thereafter.

**21. Payment :**

The mode of payments to be made in consideration of the work to be performed by the bidder shall be as follows :

- **100% of the total project cost – On completion of the project.**

**V. AWARD OF CONTRACT**

- The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter / Letter of Acceptance. 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 NIT & BoQ will be the part of the contract documents. After receipt of Letter of Acceptance, the successful bidder shall have to submit requisite copies of contract documents along with requisite cost through Demand Draft issued from any nationalized bank in favour of Commissioner of Police, Kolkata for the concerned work within time limit to be set in the Letter of Acceptance.

**VI. SOFTWARE SPECIFICATIONS**

The Kolkata Police Internet Portal (SSO) with following functionalities :

- By logging into the portal, the Portal user will be able to login to all the accessible applications in a single go.
- After login, he/she will be able to see a list of all the applications for all the web base applications, he is authorized to access.
- A simple click on any Application will take him/her directly to the user interface of that specific application without asking for any login details.
- When the user logout from the portal, he/she will be automatically logged out from all applications.
- The user will be able to reset his/her password.
- SSO shall not predefine the timing of secondary sign-on operations.
- SSO shall not adversely impact the availability of any individual system service.
- SSO implementation shall audit all security relevant events which occur within the context of the SSO.

**Note :** Hardware & Connectivity will be provided by Kolkata Police.

## VII. GUIDELINES FOR SUBMISSION OF TENDER

Tender bid should be submitted in close cover. The following documents should be submitted alongwith the bids –

- A) **Technical Proposal** – The Technical proposal should contain scanned copies of the following in two covers (folders).
- a) Statutory Cover Containing the following documents –  
 i) NIT; ii) Any other documents if applicable; iii) Agreement Paper iv) Check List, v) EMD.
- b) Non-statutory Cover Containing the following documents –

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	<ul style="list-style-type: none"> <li>• VAT Registration Certificate/ Acknowledgement.</li> <li>• PAN .</li> <li>• Service Tax Clearance Certificate.</li> <li>• Latest IT Receipt for Assessment year.</li> </ul>
B.	Company Detail(s)	Company Detail	<ul style="list-style-type: none"> <li>• Proprietorship Firm (Trade License/Certificate of Incorporation)</li> <li>• Partnership Firm (Partnership Deed, Trade License)</li> <li>• Ltd. Company (Incorporation Certificate, Trade License)</li> <li>• Society (Society Registration Copy, Trade License)</li> <li>Power of Attorney.</li> </ul>
C.	Undertakings to be submitted as per Para (2) of Credentials & Pre-qualifications of the Bidders.		

B) **Financial Proposal** –

- The bidder is to submit Financial Bid in sealed cover along with the Technical Bid.

**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.

## VIII. CHECK LIST

SL NO	ITEMS	PLEASE MARK	
1	EMD IN THE FORM OF DD IN FAVOUR OF THE COMMISSIONER OF POLICE, KOLKATA	YES	NO
2	COPY OF THE LATEST TRADE LICENCE	YES	NO
3	COPY OF THE PARTNERSHIP DEED/ INCORPORATION CERTIFICATE/ SOCIETY REGISTRATION COPY	YES	NO
4	COPY OF LATEST PROFESSIONAL TAX CHALLAN	YES	NO
5	COPY OF PAN CARD	YES	NO
6	COPY OF GSTIN	YES	NO
7	COPY OF LATEST INCOME TAX RETURN	YES	NO
8	CREDENTIALS & OTHER PAPERS	YES	NO
9	UNDERTAKING REGARDING BLACKLISTING [IN THE FORM OF AFFIDAVIT]	YES	NO

**for Commissioner of Police,  
Kolkata**

## ANNEXURES

( To be submitted in following Format )

### ANNEXURE – I

#### DECLARATIONS

Sir,

Having examined the Bid Documents of Tender for **Design, Development, Implementation & Maintenance of “Single-Sign-On” Portal 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. \_\_\_\_\_ Dated \_\_\_\_\_ 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. \_\_\_\_\_ Dated \_\_\_\_\_ 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") **Design, Development, Implementation & Maintenance of "Single-Sign-On" Portal 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 Supply of Five (05) Nos. of Water Cannon (Vehicle with Fabrication) for the use of Kolkata Police.

WHEREAS we \_\_\_\_\_ ("the Bank", which expression shall be deemed to include it 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 **1 (one) year** 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:

\_\_\_\_\_