

# **NIT**

[ NOTICE INVITING Re-e-TENDER ]

No. : WBKP/CP/NIT-26/BI-CYCLE/RE/TEN Dated : 15/05/2018

**Re-e-Tender  
FOR SUPPLY OF  
ALL TERRAIN BI-CYCLE  
WITH ACCESSORIES  
FOR  
BEAT PATROLLING**



**KOLKATA POLICE DIRECTORATE**

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

Ph. : (033) 2250 5275 / (033) 2250-5048

e-Mail : [tendersection@kolkatapolice.gov.in](mailto:tendersection@kolkatapolice.gov.in)

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### NOTICE INVITING e-TENDER

Re-e-Tenders are invited by **Commissioner of Police, Kolkata** from the bonafide Dealers/Original Equipment Manufacturers/System Integrator (SI)/Traders/Registered SSI Units/Industrial Undertakings/Organizations own and managed by Govt. based on Medium and Large Scale units for **Supply of All Terrain Bi-Cycle with Accessories for Beat Patrolling** .

The detailed tender document can be downloaded from <https://wbtenders.gov.in>. Bidder has to submit their bid correctly duly digitally signed in this portal online. Necessary link may also be followed at Kolkata Police Official Website – <http://www.kolkatapolice.gov.in>.

<b>Name of Work</b>	<b>Supply of All Terrain Bi-Cycle with Accessories for Beat Patrolling</b>
Quantity	<b>310 Nos.</b>
<b>Estimated Cost</b>	<b>Rs. 55,00,000/- only</b>
Earnest Money Deposit	<b>Rs.1,25,000/-</b> (Rupees one lakh twenty five thousand) only through online submission. No alternative will be accepted.
<b>Date of Uploading of NIT Documents Online (Publishing Date)</b>	<b>15.05.2018 at 15.00 hrs.</b>
<b>Documents Download start Date &amp; Time (Online)</b>	<b>15.05.2018 at 15.00 hrs.</b>
<b>Pre-Bid meeting Date &amp; Time</b>	.
<b>Bid submission Start Date &amp; Time (Online)</b>	<b>25.05.2018 at 15.00 hrs.</b>
<b>Documents Download End Date (Online)</b>	<b>02.06.2018 up to 15.00 hrs.</b>
<b>Bid submission Closing Date (Online)</b>	<b>02.06.2018 up to 15.00 hrs.</b>
<b>Technical Bid opening Date &amp; Time</b>	<b>04.06.2018 at 15.00 hrs.</b>
<b>Technical Demonstration Date &amp; Time</b>	To be intimated later.
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.
Delivery Period	<b>60 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 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. Phone – (033) 2250-5275/5048. e-Mail – <a href="mailto:tendersection@kolkatapolice.gov.in">tendersection@kolkatapolice.gov.in</a></li> <li>• <b>For Technical Query</b> – MTO SF, Mob.: 9830108651.</li> <li>• <b>For Tender Procedure Query</b> – Ph. : (033) 2250-5275, Mob.: 9830389446.</li> </ul>

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

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

## I. DEFINITIONS

- i) **“Bidder”** means a bidder/firm/agency who has responded to this Tender Document by submitting his Technical and Financial Proposal.
- ii) **“Contract”** means the contract signed between the Kolkata Police and the successful bidder pursuant to the tender document herein.
- iii) **“Contract Price”** means the price to be paid to the Contractor for providing the intended solution, in accordance with the Contract.
- iv) **“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).
- v) **“Government”** means the Government of West Bengal.
- vi) **“Party”** means Kolkata Police or the Contractor, as the case may be, and **“Parties”** means both of them.
- vii) **“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. 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.

### 2. **Undertaking Regarding Blacklisting :**

- a) 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 in the form of affidavit, otherwise the bid shall be summarily rejected.
- b) 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.
- c) 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.

**[ An undertaking to be submitted in the form of Affidavit to the effect that the company was not blacklisted by GOI/State Government during last 5 years. ]**

### 3. **Partnership Firm (if applicable) :**

- a) 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.
- b) 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.
- c) 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 is desirable to have had an Annual Turnover of **Rs. 30.0 lakh** only for the last financial year. **A certificate from Chartered Accountant should be attached stating the annual turnover.**

5. **Work Experience :**  
The Bidder is desirable to have 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. **Goods & Services Tax (GST) :**  
The bidder should have its name in Goods & Services Tax Identification Number (GSTIN) in India.
8. **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.
9. **OEM Certificate :**  
Copy of Authorization Certificate from Manufacturer/Authorised Dealer should be submitted for all products to be supplied otherwise the bid may be rejected.
10. **Proprietary Article Certificate :**  
In case the bidder is **OEM** – Manufacturing Units will have to submit authentic documents to be a manufacturer or a **Proprietary Article Certificate** for the same.
11. **Solvency Certificate :**  
The Bidder is desirable to submit a Solvency Certificate from a Nationalize Bank.
12. **Office for Communication :**  
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.

### **III. 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 & conditions of the tender documents. In the event of any doubt regarding the terms & conditions/formats, the bidder concerned may seek clarifications from the authorized offices of Kolkata Police mentioned on page 3 of this document. If required Kolkata Police may issue corrigendum during this tender period.
2. **e-Tender Address :**  
e-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 "**Re-e-Tender for Supply of All Terrain Bi-Cycle with Accessories for Beat Patrolling ."**
3. **Brochures :**  
Scan copy Brochures of the item(s) must be uploaded in the e-Tender portal. **Any attempt of canvassing on the part of a bidder will render his tender liable to rejection summarily.**
4. **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 (No.10500-F Dated : 19.11.2004), Govt. of W.B. issued from time to time.
5. **Capability Verification :**  
Bidders must furnish complete details of their Plant and Machinery on standard Proforma enclosed with this NIT. Purchaser reserves the right to get the manufacturing capacity of any bidder re-verified through the inspecting agencies of their registration status.

6. **Earnest Money Deposit (EMD) :**  
Intending bidder has to deposit the Earnest Money **Rs.1,25,000/- (Rupees one lakh twenty five thousand)** only through online submission. No alternative will be accepted. **Annexure-II** may be referred for this purpose. Refund of EMD through e-Procurement portal of the State Government as per Memorandum of Finance Department (Audit Branch) vides No.3975-F(Y) Dated 28<sup>th</sup> July, 2016.
7. **EMD Exemption :**  
Firms registered as a Small Scale Industry/MSME/NSIC with the C&S.S.I. Department may, however, be exempted from depositing Earnest Money on production of satisfactory documents in support of their claim.
8. **Taxes & Other Clearance Certificates :**
  - a) All bidders shall have to submit copy of the valid **Trade License, GSTIN and Professional Tax** along with tender on West Bengal e-Tender portal. **Tenders received without such certificates will not be considered.**
  - b) 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.
9. **Custom Duty Exemption Certificate (CDEC) :**  
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.
10. **Pre-Bid Meeting :**  
Pre-bid Meeting may be arranged in Lalbazar Kolkata Police Headquarters before the Tender Committee prior to selection of item/equipment. Bidder can send their queries through e-mail (tendersection@kolkatapolice.gov.in) to Tender Section, KPD. Participation in the Pre-Bid Meeting, if arranged, will be limited to two persons per bidder along with valid authorization.
11. **Submission of Bids :**  
Bidders shall have to submit the rate as per requirement as reflected in the BoQ during submission of the Financial Bid Sheet. The bidder is to quote the rate online through computer in the space marked for quoting rate in the BoQ. 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.**
12. **Type of Bid :**
  - a) The tender shall comprise of two bid systems – (i) **Technical Bid** & (ii) **Financial Bid**. Bidder has to submit their bid separately in the portal <https://wbtenders.gov.in> online.
  - b) 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 and Earnest Money) will be treated as cancelled. Technical Bids shall be evaluated by Technical Committee and the overall performance of the bidder comprising Technical & Financial evaluation shall be done by the Tender Committee constituted for that purpose which will be informed to the bidders who found eligible to participate in the tender.
  - c) Technically qualified bidders who have fulfilled eligibility criteria on the basis of technical evaluation by the tendering authority shall qualify for financial evaluation.
  - d) Lowest out of valid financial bids shall be selected for issuance of contract.
13. **Evaluation Process :**
  - A) **Opening of Technical Proposal –**
    - a) A Committee comprises of senior officers of Kolkata Police will open and assess the Technical bid of the Tender.
    - b) Cover (folder) for Statutory Documents and cover (folder) for Non-Statutory Documents will be opened. Decrypted (transformed into readable formats) documents will be downloaded

& handed over to the "Tender Evaluation Committee". If there is any deficiency in the documents the tender will summarily be rejected.

- c) Bidders are requested to submit the hard copy of their technical bids personally on the day of opening of Technical Bid. Bidders must ensure that the Technical Bid submitted online is identical to the hard copy of the Technical Bid submitted at the time of opening of Technical Bid. **Technical Bid may be rejected in case any representatives of the Bidders are not present at the time of opening of Technical Bid.** Participation in the Technical Bid Meeting will be limited to two persons per bidder along with valid authorization.
  - d) During evaluation the committee may summon of the bidders & seek clarification/information or additional documents or original hard copy of any of the documents already submitted.
  - e) If any bidder fails to produce the original hard copies of the documents like Completion Certificates and any other documents on demand of the "Tender Evaluation Committee" within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the bidder and action may be referred to the appropriate authority for prosecution as per relevant Act.
  - e) Summary list of technically qualified bidders will be uploaded online.
- B) **Opening of Financial Proposal –**  
The Financial bids of only those bidders who have fulfilled eligibility criteria on the basis of technical evaluation by the tendering authority will be considered for financial bid evaluation. Lowest commercial bid will be designated as L1. Second lowest as L2 and so on. Participation in the Financial Bid Meeting will be limited to two persons per bidder along with valid authorization.

**14. Demonstration :**

The demonstration of the item/equipment etc., if required, will have to be arranged within 7 days by the bidder before the Tender committee during technical evaluation. If any or all the items/equipment 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 and the Commissioner of Police, Kolkata will never accept the demonstrated items for his own purpose at the time of delivery.

**15. Tender Acceptance & Rejection :**

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

- i) Whether the goods and services offered are as per the requisite tender specifications in the document.
- ii) Whether the bidder has submitted all the information/documents as required to be submitted along with the Technical Bid.
- iii) Bidders with variance/contradiction between Technical Bid and Financial Bid will be liable for rejection.
- iv) Bidders submitting incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- v) Tenders with the Technical Bid not containing EMD amount/EMD exemption certificates will be summarily rejected.
- vi) Tenders without the signed copy of the Tender Documents will be summarily rejected.
- vii) 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.
- viii) 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.
- xi) 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..

- x) 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.
  - xi) 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.
  - xii) 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.
  - xiii) 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.
  - xiv) 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.
  - xv) 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.
- 16. Proforma Invoice (PI) :**  
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.
- 17. Letter of Intent/Acceptance (LoI/LoA) :**
- i) 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.
  - ii) On completion of e-Tender formalities, Letter of Intent (LoI)/Letter of Acceptance (LoA) will be issued in favour of the selected bidder.
  - iii) The instant e-tender accepted rate of the tendered items will remain valid for 01 (one) year from the date of issuance of LoI/LoA.
  - iv) 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 e-Tender.
  - v) The bidders are therefore advised to quote their rate keeping in mind with the above stipulation. No deviation of the above shall be entertained.
  - vi) **LoI/LoA does not confer any right to supply/implementation. A separate supply order will be issued.**
- 18. Warranty & Maintenance :**  
The successful bidder must furnish comprehensive warranty for all active & passive components for comprehensive onsite maintenance and support during a warranty period of minimum **3 (three) years** from the date of acceptance of the supplied item. After completion of **3 (three) years** comprehensive warranty Kolkata Police may go for fresh AMC with the supplier. Hence bidder should maintain sufficient stock of spares with them for this **3 (three) years** period. Separate SLA will be signed with the vendor for warranty & support after supply of the equipments.
- 19. Security Deposit (SD) :**
- i) The Bidder shall have to deposit equivalent to a sum equal to **10%** of the total value of the Supply/Firm Order (excluding admissible Taxes/GST) as Security Deposit (covering the comprehensive warranty period of **3 (three) years**) 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 FDR (of Nationalized Bank) and execute an Agreement in prescribed form (**Annexure-III**) 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.

- ii) The Security Deposit will be released after completion of the whole project i.e. after satisfactory completion of **3 (three) years** comprehensive warranty period. **Security Deposit will not carry any interest.**
- iii) 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.

#### 20. Supply of Stores :

- i) 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.
- ii) 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.
- iii) 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.
- iv) Random Testing of the delivered items will also be done at the time of Acceptance at the expense borne by the bidder.
- v) Hard & Soft Copies of operating & technical literature both in English are required at the time of supply of the stores.

#### 21. Training & Technical Support :

The after sale training, technical support during comprehensive warranty 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.**

#### 22. Bill of Materials :

Name of Item	Quantity of Item	Earnest Money
<b>Supply of All Terrain Bi-Cycle with Accessories for Beat Patrolling .</b>	<b>310 Nos.</b>	<b>Rs.1,25,000/-</b> (Rupees one lakh twenty five thousand) only

#### 23. Delivery :

The delivery period shall in no case exceed a period of **60 Days** of the issuance of Work Order. The Commissioner of Police reserve the right to extend the delivery period against any satisfactory reason thereafter.

#### 24. 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 supply.**

#### 25. 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.

#### 26. **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.**

#### 27. **Force Majeure Clause :**

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc.

### V. **AWARD OF CONTRACT**

- a) 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.
- b) 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 of NIT along with requisite cost through 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 FDR (of Nationalized Bank) for the concerned work within time limit to be set in the Letter of Acceptance.

## VI. TECHNICAL SPECIFICATIONS

Sl. No.	Description
<b>A. Frameset</b>	
1	<b>Size</b> : 18 inch (250 Nos.) & 19.5 inch (60 Nos.)
2	<b>Frame</b> : Alloy Hardtail ATB
3	<b>Front Suspension</b> : Fork Suspension, 80 mm – Non Hydraulic
4	<b>Rear Suspension</b> : N/A
<b>B. Drivetrain</b>	
1	<b>Shifters</b> : SHIMANO EF500, 7 speed x 3 or equivalent
2	<b>Front Derailleur</b> : SHIMANO TX50 or equivalent
3	<b>Rear Derailleur</b> : SHIMANO ACERA M360 or equivalent
4	<b>Crank Set</b> : PROWHEEL 24/34/42, 170 mm
5	<b>BB Set</b> : VP-BC73 Sealed Cartridge or equivalent
6	<b>Freewheel</b> : SHIMANO TZ31 14-34T, 7 speed x 3 or equivalent
7	<b>Pedals</b> : WELLGO Nylon platform or equivalent
<b>C. Wheels</b>	
1	<b>Wheels</b> : Alloy 36H Double Wall Rims
2	<b>Tyres</b> : 26"
3	<b>Tyre Width</b> : 1.75 to 2.35"
<b>D. Components</b>	
1	<b>Seat Post</b> : Alloy 27.2 x 300 mm or equivalent
2	<b>Handlebar</b> : Alloy 600-660 mm, 25-35 mm rise
3	<b>Stem</b> : Alloy 28.6 mm
4	<b>Headset</b> : VP Steel 1-1/8" thread less
5	<b>Brake set</b> : Mechanical Disk Break
<b>E. Extras</b>	
1	Front/Rear Wheel & Seat post with QR
2	Two aluminium box made of light weight aluminium sheet size 1.5 ft. in height and 6-8 inch broad which can hold some light weight equipment.
3	<b>Front &amp; Rear Light</b> : LED Light with rechargeable batteries.

## VII. GUIDELINES FOR SUBMISSION OF E-TENDER

### 1. General guidance for e-Tendering :

- Registration of Bidder** – Any bidders willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System through logging on to <https://wbtenders.gov.in> (the web portal of Public Works Department) the bidder is to click on the link for e-Tendering site as given on the web portal.
- Digital Signature certificate (DSC)** – Each Bidder is required to obtain a Class-II OR Class-III Digital Signature Certificate (DSC) for submission of tenders for the approval service of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the website stated in Clause-I above DSC is given as a USB e-Token.

- c) The bidder can search & download NIT & Tender Document(s) electronically from computer once he/she logs on to the website <https://wbtenders.gov.in> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

## 2. Submission of Tenders :

Tenders are to be submitted through online to the website stated in Clause-I in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digital Signed. The documents will get encrypted (transformed into non readable formats).

**A) Technical Proposal** – The Technical proposal should contain scanned copies of the following in two covers (folders).

- i) **Statutory Cover Containing the following documents** –  
 i) NIT; ii) Any other documents if applicable; iii) Agreement Paper; iv) Check List.
- ii) **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>• GSTIN.</li> <li>• PAN .</li> <li>• P Tax (Challan) (2016-2017).</li> <li>• ITR for Assessment year 2016-2017.</li> <li>• Solvency Certificate from any Nationalized Bank or Registered Chartered Accountant.</li> </ul>
B.	Company Detail(s)	Company Detail	<ul style="list-style-type: none"> <li>• Proprietorship Firm (Trade License)</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.	Credential	Credential	Documents of Credential in the form of work completion certificates & payment certificates of executing similar nature of works done in any Govt. / Semi Govt. Organization or PSU / Corporation or Local Bodies not less than 50% of the estimated cost, which is applicable for eligibility in this tender.
D.	Undertaking	Undertaking reg. blacklisting	Undertakings to be submitted as per Para (2) of Credentials & Pre-qualifications of the Bidders.

**THE ABOVE STATED NON-STATUTORY/TECHNICAL DOCUMENTS SHOULD BE ARRANGED IN THE FOLLOWING MANNER :**

- Click the check boxes beside the necessary documents in the My Document list and then click the tab “Submit Non Statutory Documents” to send the selected documents to Non-Statutory folder.
- **Next Click the tab “Click to Encrypt and upload” and then click the ‘Technical’ Folder to upload the Technical Documents.**

**B) Financial Proposal** –

- a) The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BoQ). The bidder is to quote the rate online through computer in the space marked for quoting rate in the BoQ.
- b) Only downloaded copy of the above document is to be uploaded duly digitally signed by the bidder.

**VIII. 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 THE PARTNERSHIP DEED/ INCORPORATION CERTIFICATE/ SOCIETY REGISTRATION COPY	YES	NO		
4	COPY OF LATEST PROFESSIONAL TAX CHALLAN	YES	NO		
5	COPY OF PAN CARD (PAN NO TO BE MENTIONED)	YES	NO		
6	COPY OF LATEST INCOME TAX RETURN AS DESIRED	YES	NO		
7	COPY OF GSTIN	YES	NO		
8	CREDENTIALS & OTHER PAPERS, IF ANY	YES	NO		
9	BALANCE SHEET OF LAST 3 YEARS	YES	NO		
10	PROFIT AND LOSS ACCOUNT OF LAST 3 YEARS	YES	NO		
11	SOLVENCY CERTIFICATE FROM BANK	YES	NO		
12	TURNOVER DULY CERTIFIED BY C.A. LAST ONE YEAR	YES	NO		
13	UNDERTAKING IN THE FORM OF AFFIDAVIT TO THE EFFECT THAT THE COMPANY WAS NOT BLACKLISTED BY G.O.I. / STATE GOVERNMENT DURING LAST 5 YEARS	YES	NO		
14	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 **Re-e-Tender for Supply of All Terrain Bi-Cycle with Accessories for Beat Patrolling** for the use of Kolkata Police, We, \_\_\_\_\_, offer to supply and deliver the entire work in conformity with 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 & 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****ONLINE SUBMISSION OF EARNEST MONEY DEPOSIT**

Necessary Earnest Money will be deposited by the bidder electronically: online–through his net banking enabled bank account, maintained at any bank or: offline–through any bank by generating NEFT/RTGS challan from the e-Tendering portal. Intending Bidder shall have to get the Beneficiary details from e–Tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name (ICICI Bank) & IFSC Code and e–Proc RefNo.

Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from e-Procurement site.

Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of Payment of EMD.

Bidders eligible for exemption of EMD as per Govt. rule may avail the same and necessary documents regarding the exemption of EMD must be uploaded in the EMD folder of Statuary bid documents.

Unsuccessful bidders will get their EMD refund automatically online.

**ANNEXURE – III****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") **Supply of All Terrain Bi-Cycle with Accessories for Beat Patrolling** .

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 **Supply of All Terrain Bi-Cycle with Accessories for Beat Patrolling** .

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 **3 (three) years** 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:

**ANNEXURE – IV**

**Manufacturer’s Authorization Letter (if applicable)**

TENDER NOTICE NO. \_\_\_\_\_

Date \_\_\_\_\_

To

WHEREAS \_\_\_\_\_ who are official producers of \_\_\_\_\_ and having production facilities at \_\_\_\_\_ do hereby authorize \_\_\_\_\_ located at \_\_\_\_\_ (hereinafter, the “Bidder”) to submit a proposal of the following Products produced by us, for the Supply Requirements associated with the above Tender

When resold by \_\_\_\_\_, these products are subject to our applicable standard end user warranty terms.

We assure you that in the event of \_\_\_\_\_, not being able to fulfill its obligation as our Service Provider in respect of our standard Warranty Terms we would continue to meet our Warranty Terms through alternate arrangements and also provide spares in accordance with the Tender for the period of **3 (three) years**.

Name \_\_\_\_\_ In the capacity of \_\_\_\_\_

Signed

Duly authorized to sign the authorization for and on behalf of : \_\_\_\_\_

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Note: This letter of authority must be on the letterhead of the manufacturer, must be signed by a authorized person of the organization who is competent and having the power of attorney to bind the Producer, and must be included by the Bidder in its bid as specified in the Instructions to Bidders.

\_\_\_\_\_