

# NIT

[ NOTICE INVITING TENDER ]

No. : WBKP/CP/NIT- 59 /Support (24 x 7) of 02 (Two) Servers of Model HP DL180 /TEN,  
Dated: 05.01.2021

**Sealed Tender**  
for “Support (24 x 7) of 02 (Two) Servers of Model HP DL180  
(Sl. No. SGH712V8RR & SGH712V8RF) for 3 (Three) years  
warranty Care Pack” for the use of Traffic Department,  
Kolkata Police.



## **KOLKATA POLICE DIRECTORATE**

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

Ph. : (033) 2250 5275/5048

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

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**NOTICE INVITING TENDER**

Sealed tenders are invited by the **Commissioner of Police, Kolkata** from the bonafide Dealers/contractors/Original Equipment Manufacturers/Traders/Registered SSI Units etc./Industrial Undertakings/Organizations own and managed by Govt. based on Medium and Large Scale units for **“Support (24 x 7) of 02 (Two) Servers of Model HP DL180 (Sl. No. SGH712V8RR & SGH712V8RF) for 3 (Three) years warranty Care Pack”** for the use of Traffic Department, Kolkata Police for the year 2020-21 & onwards. The Detailed Tender Document can be downloaded from [www.kolkatapolice.gov.in](http://www.kolkatapolice.gov.in).

<b>Name of Work</b>	“Support (24 x 7) of 02 (Two) Servers of Model HP DL180 (Sl. No. SGH712V8RR & SGH712V8RF) for 3 (Three) years warranty Care Pack” for the use of Traffic Department, Kolkata Police for the year 2020-21 & onwards.	
<b>Estimated Cost</b>	<b>Rs. 2,35,147/- (Rupees Two lacks thirty five thousand one hundred &amp; forty seven) only</b>	
<b>Earnest Money Deposit</b>	<b>Rs. 5,000/- (Rupees Five thousand) only</b> in the form of Demand Draft in favour of “Commissioner of Police, Kolkata” payable at Kolkata.	
<b>Type of Bid</b>	<b>Two bid systems</b> (Technical & Financial Bid)	
<b>Date of Publishing of NIT (www.kolkatapolice.gov.in)</b>	<b>05 .01.2021 at 15.00 hrs.</b>	
<b>Bid submission Closing Date (Extended)</b>	<b>25. 01.2021 at 15.00 hrs.</b>	
<b>Technical Bid opening Date &amp; Time</b>	<b>27. 01.2021 at 13.00 hrs.</b>	
<b>Financial Bid opening Date &amp; Time</b>	<b>To be fixed later</b>	
<b>Delivery Period</b>	<b>30 days</b> from the date of issuance of Work/Supply Order.	
<b>Validity of Offers</b>	<b>180 days</b> from the date of opening of Financial Bid.	
<b>Tender Opening Location</b>	<b>Office of the Commissioner of Police, Kolkata.</b> 18, Lalbazar Street, Kolkata – 700 001.	
<b>Contact Details –</b>	<b>Tender Section –</b> 18, Lalbazar street, Kolkata - 700 001. (Ground floor of Kolkata Police Hqrs.) <b>Phone : (033) 2250 5048,</b>	On any working day during office hours (10:00 hrs. to 17:30 hrs.)
	<b>e-Mail – tendersection@kolkatapolice.gov.in</b>	

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

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

## PART – A

### 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. SCOPE OF WORK

“Support (24 x 7) of 02 (Two) Servers of Model HP DL180 (Sl. No. SGH712V8RR & SGH712V8RF) for 3 (Three) years warranty Care Pack” for the use of Traffic Department, Kolkata Police for the year 2020-21 & onwards.

### 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.
2. **Trade Licence/Professional Tax/IT Return :**  
The responding Bidder should have valid Trade Licence issued by the competent authority for similar type of works and also valid Professional Tax Certificate & Income Tax Clearance Certificate.
3. **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 as on the date of submission of the bid. An undertaking in this regard should be submitted by the bidder in the form of affidavit (Annexure-II), 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. The bidders will have to furnish an undertaking in this matter in the form as given in Annexure-II.
4. **Undertaking Regarding Acceptance of the Terms & Conditions :**  
The bidders shall have to submit an undertaking regarding acceptance of the Terms & Conditions of the NIT in Annexure-I.
5. **Insolvency/Criminal Activities :**  
In case of partnership/other firm –
  - a) None of the partners/owner should be insolvent, in receivership, bankrupt or being wound up and their affairs are not being administered by the Court or a judicial officer, their business activities have not been suspended and subjected to any legal proceedings.

- b) None of the partners/owner should have been convicted of any criminal offence related to professional conduct or of the making of false statement or misrepresentation as to their qualifications.
  - c) The act of the breach of performance of the contract by any of the partners shall be binding on the firm.
  - d) The bidder shall be construed to mean the prime bidder and all clauses as are applicable to a bidder shall also be applicable to the prime bidder.
6. **Work Experience :**  
The Bidder is desirable to have experience in the relevant field for at least last 1 (one) year.
7. **Credential :**  
The bidder is desirable to submit documents in the form of work completion certificates & payment certificates of executing similar nature of works done not less than 50% of the estimated cost.
8. **PAN No. :**  
The bidder should have in its name PAN (Permanent Account Number) with Income Tax authority in India.
9. **Goods & Services Tax (GST) :**  
The bidder should have Goods & Services Tax Identification Number (GSTIN) in India in its name.
10. **Employees/Manpower under the Bidder :**  
The bidders should have sufficient no. of technically qualified support staff on their roles. A declaration in this respect has to be submitted.
11. **Proprietary Article Certificate (if applicable) :**  
In case the bidder is OEM i.e. Manufacturing Units, he will have to submit authentic documents/ Propriety Article Certificate.

## V. **INFORMATION FOR THE BIDDER**

1. **Responsibility :**  
It is the responsibility of the Bidders to submit 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. **Tender Address :**  
Sealed Tenders must be addressed to the Commissioner of Police, Kolkata, 18, Lalbazar Street, Kolkata-700 001 and should be submitted on or before the date & time in the Tender Box kept at the Tender Section, Lalbazar (Ground floor) after signing in the register kept for this purpose. The sealed tender may also be sent by post superscribing the envelop "**Support (24 x 7) of 02 (Two) Servers of Model HP DL180 (Sl. No. SGH712V8RR & SGH712V8RF) for 3 (Three) years warranty Care Pack**" for the use of Traffic Department, Kolkata Police for the year 2020-21 & onwards. vide Tender No. : **WBKP/CP/NIT- 59, Dated : 05 /01/2021**" so as to reach on or before the last date & time as scheduled.
3. **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/Mobile No., Fax No., e-Mail ID etc. and modalities by which fast response to maintenance calls and minimum downtime will be ensured.
4. **Brochures :**  
Product Catalogue/Brochures of the quoted item(s) must be submitted with the tender.
5. **Earnest Money Deposit (EMD) :**  
Intending bidder has to deposit the Earnest Money **Rs. 5,000/- (Rupees Five Thousand) only**. Deposit should be made in favour of the Commissioner of Police, Kolkata through Bank Draft drawn from any Nationalized Bank. **Original Bank Draft is to be submitted with the tender.** No alternative will be accepted.

**6. 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.

**7. 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.

**8. Taxes & Other Clearance Certificates:**

- All bidders shall have to submit copy of the valid **Trade License, GSTIN and Professional Tax** along with tender. **Tenders received without such certificates will not be considered.**
- 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. Canvassing :**

Any attempt of canvassing on the part of the bidders will render their tender liable to rejection summarily.

**10. Sample Enquiry/Inspection :**

Intending bidders may visit to the Office of OC TCC, on any working day during office hours under intimation to concerned office.

**11. Submission of Bids :**

Sealed Tenders must be addressed to the Commissioner of Police, Kolkata, 18, Lalbazar Street, Kolkata-700 001 and should be submitted on or before the date & time in the Tender Box kept at the Tender Section, Lalbazar (Ground floor) after signing in the register kept for this purpose. The sealed tender may also be sent by post superscribing the envelop **“Support (24 x 7) of 02 (Two) Servers of Model HP DL180 (Sl. No. SGH712V8RR & SGH712V8RF) for 3 (Three) years warranty Care Pack” for the use of Traffic Department, Kolkata Police for the year 2020-21 & onwards.** vide Tender No. : **WBKP/CP/NIT- 59 , Dated : 05 .01.2021**” so as to reach on or before the last date & time as scheduled.

Bidders are to note that the technical and financial bids should be kept in two separate covers and to be sealed properly. **“Technical bid” and “Financial bid”** should be clearly written on these covers. These two covers should be kept in the main cover and to be submitted in the manner as mentioned above.

- Technical Bid** - containing the following documents :

Sl. No.	Category Name	Detail(s)
A	<b>EMD/Exemption Certificate</b>	<ul style="list-style-type: none"> <li>Original Demand Draft in favour of “Commissioner of Police, Kolkata” payable at Kolkata or</li> <li>EMD exemption certificates i.e. SSI/MSME/NSIC certificates</li> </ul>
B	<b>Declaration</b>	<ul style="list-style-type: none"> <li>Declaration regarding acceptance of Terms &amp; Conditions of NIT as per Annexure – I.</li> </ul>
C	<b>Check List</b>	<ul style="list-style-type: none"> <li>As per Annexure – VI.</li> </ul>
D	<b>Company Detail(s)</b>	<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> </ul>
E	<b>Certificate(s)</b>	<ul style="list-style-type: none"> <li>GSTIN.</li> <li>PAN.</li> <li>P Tax (Challan)</li> <li>Latest IT Acknowledgement/Return.</li> </ul>
F	<b>Credential</b>	<ul style="list-style-type: none"> <li>Work completion certificates</li> <li>Payment certificates of executing similar nature of works</li> </ul>
G	<b>Undertaking regarding Blacklisting</b>	<ul style="list-style-type: none"> <li>Undertaking to be submitted as per Annexure – II.</li> </ul>
I	<b>NIT</b>	<ul style="list-style-type: none"> <li>NIT document duly signed with company stamp.</li> </ul>

Sl. No.	Category Name	Detail(s)
J	Declaration regarding terms and conditions of NIT	• As per Annexure-I

(ii) **Financial Bid** – containing BOQ in the following format :

Item. No.	Name of Item	Requirement	Rate per Unit (Rs.)	GST per unit	Total Rate per unit (Rs.)	Total Amount (Including Total GST)	Total Amount In figure
1	Support (24 x 7) Servers of Model HP DL180 (Sl. No. SGH712V8RR) for 3 (Three) years warranty Care Pack	1-No.					
2	Support (24 x 7) Servers of Model HP DL180 (Sl. No. SGH712V8RF) for 3 (Three) years warranty Care Pack	1-No.					

- Selection will be made on Trunkey Basis

**N. B.:** For any clarification contract with **OC TCC, Lalbazar**

**Condition:**

1. Hardware and Software on site support includes spare parts and materials.
2. 24 x 7 support.
3. The vendor should submit tender specific authorisation from HP.
4. Any Branch office of the vendor in Kolkata is Preferable.

**12. Evaluation Process :**

**A) Opening of Technical Proposal –**

- i) A Committee comprising of senior officers of Kolkata Police will open and assess the Technical bid of the Tender.
- ii) Cover for technical documents will be opened. Documents will be handed over to the “Tender/Technical Committee”. If there is any deficiency in the documents the tender will summarily be rejected.
- iii) **Bidders are requested to remain present personally on the day of opening of Technical & Financial Bid.**
- iv) During evaluation the committee may summon the bidders & seek clarification/ information or additional documents or original hard copy of any of the documents already submitted.
- v) If any bidder fails to produce the original hard copies of the documents on demand of the “Tender Committee” within a specified time frame and if any deviation is detected in the photo copies from the original documents, 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 law.

**B) Opening of Financial Proposal –**

The Financial bids of technically qualified bidders only will be considered for financial bid evaluation. Lowest financial bid will be designated as L1. Second lowest as L2 and so on.

**13. Demonstration :**

The demonstration of the item/equipment, will have to be arranged by the bidder before the Tender committee during technical evaluation on a convenient date after opening of the technical bid. 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. 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. The Commissioner of Police Kolkata will never accept the demonstrated items at the time of delivery.**

**14. 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 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) 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.

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

- i) On completion of tender formalities, Letter of Intent (LoI) / Letter of Acceptance (LoA) will be issued in favour of the selected bidder (L1).
- ii) The instant tender accepted rate of the tendered items will remain valid for 01 (one) year from the date of issuance of LoI/LoA.
- iii) Commissioner of Police, Kolkata reserves the right for placement of work order at any time during the validity period of the tender and the contractor will be bound to execute the work as per accepted rate.

**16. Work Order :**

Work order will be issued subsequently after completion of required formalities.

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

- i) The contractor shall have to deposit a sum equivalent to **5%** of the total value of the Work Order (excluding admissible Taxes/GST) as Security Deposit 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) valid till the expiry of the warranty period and to furnish an undertaking in the prescribed form (Annexure-III) and also execute an agreement within 10 days from the date of issue of the Work Order failing which the Letter of Acceptance (LoA)/Work Order may liable to be cancelled.
- ii) The Security Deposit will be released after completion of the whole project i.e. after satisfactory completion of the warranty period. **Security Deposit will not carry any interest.**
- iii) In the event of the contractor fails to make Security Deposit, Commissioner of Police, Kolkata may, at his discretion, forfeit the earnest money lodged with this tender and cancel the LoI/LoA.

**18. Warranty & Maintenance :**

- a) The Contractor is liable for repairing all or any sort of damage detected during the warranty period completely free of cost. Warranty Care Pack for 3 years of the two Servers.

**19. Delivery/Completion of Work :**

The delivery period shall in no case exceed a period of **30 days** of the issuance of Work Order. The Commissioner of Police reserve the right to extend the delivery period against any satisfactory reason thereafter.

**20. Supply of Stores/Execution of Works :**

- i) The Contractor shall be liable to supply/execute 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 LoI and the Contractor is bound to supply the tendered item as per accepted rate of the respective tender.
- ii) If the Contractor 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 delay.



- iii) The Contractor shall provide, at his own expense, all tools, plant, implements, packing, coolie hire charges etc. 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. Payment :**

- 1. 75% on delivery.
- 2. 15% at the end on 1<sup>st</sup> year.
- 3. 5% at the end of 2<sup>nd</sup> year.
- 4. 5% at the end of 3<sup>rd</sup> year.

The process of payment will be initiated only after receiving a satisfactory certificate by the Acceptance Committee to be formed for this purpose.

**VI. GENERAL TERMS & CONDITIONS**

- 1) It should be noted that the Contractor will be selected purely on "PROVISIONAL BASIS".
- 2) Any attempt of canvassing on the part of a bidder will render his tender liable to rejection summarily.
- 3) 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 thereof.
- 4) 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 cancel the contract and forfeit the Security Deposit and the Contractor shall have no claim for loss thereby resulting to him on any account whatsoever.
- 5) Any breach by the Contractor 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 Contractor. 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.
- 6) In the event of failure to supply the articles/execute the work according to approved commodities/samples as agreed upon by the Contractor, the contract will be stand as cancelled.
- 7) 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.
- 8) 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 Contractor accordingly and the tender shall thereupon be considered as a tender for the quantity so accepted.
- 9) 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.

**VII. GROUND 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/Work Order due solely to his fault or negligence within the prescribed period as mentioned in the detailed tender notice.
- ii) Failure 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/execution of goods/items/work in case of procurement,
- v) Supply of inferior quality of goods/service/work, as per accepted specification/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 Contractor.
- vii) Failure of supply/execute within the stipulated period of time to be mentioned in the supply order/work order.

**VIII. DISPUTES & ARBITRATION :**

In case of any dispute or differences, 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 decision of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is 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 on the ground 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.

**IX. TERMINATION OF CONTRACT :**

Kolkata Police may without prejudice to any other remedy or right of claim for breach of contract, terminate the contract in whole or in part by giving a notice of not less than 30 days to the contractor :

- a) If the contractor (Bidder) materially fails to render any or all the services within the time period(s) specified in the contract or any extension thereof granted by Kolkata Police in writing and fails to remedy its failure within a period of thirty (30) days after receipt of the default notice form Kolkata Police.
- b) If the contractor in the judgment of Kolkata Police has engaged in corrupt or fraudulent practices in competing or in executing the contract.

**X. 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.

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 “Support (24 x 7) of 02 (Two) Servers of Model HP DL180 (SI. No. SGH712V8RR & SGH712V8RF) for 3 (Three) years warranty Care Pack” for the use of Traffic Department, Kolkata Police for the year 2020-21 & onwards. 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**

**UNDERTAKING REGARDING BLACKLISTING**

[ To be executed on Rs.10/- non Judicial Stamp paper and duly notarized ]

I/we

\_\_\_\_\_

Contractor/Partner or Sole Proprietor (Strike out the word which is in applicable) of (Firm of contractor)

\_\_\_\_\_ do hereby declare and solemnly affirm that the individual firm/

companies M/s \_\_\_\_\_ have not been

blacklisted during last 5 years by the Union or State Government and the individual/firm/companies

blacklisted by the Union or State Governments or any partner or shareholder thereof are not directly or

indirectly connected with or has any subsisting interest in business of my firm.

Deponent

\_\_\_\_\_

Dated \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

I do hereby solemnly declare and affirm that the above declaration is true and correct to the best of my knowledge and belief. No part of it is false and it conceals nothing.

Dated : \_\_\_\_\_

Deponent \_\_\_\_\_

**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") **“Support (24 x 7) of 02 (Two) Servers of Model HP DL180 (Sl. No. SGH712V8RR & SGH712V8RF) for 3 (Three) years warranty Care Pack” for the use of Traffic Department, Kolkata Police for the year 2020-21 & onwards.**

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 **“Support (24 x 7) of 02 (Two) Servers of Model HP DL180 (Sl. No. SGH712V8RR & SGH712V8RF) for 3 (Three) years warranty Care Pack” for the use of Traffic Department, Kolkata Police for the year 2020-21 & onwards.**

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 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)

(Name)

(Official Address)

(Signature)

Bank Rubber Stamp

(Name)

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 **01 ( One ) year.**

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.

**ANNEXURE – V**  
**AGREEMENT**

[ To be stamped in accordance with Stamp Act ]

**ARTICLES of Agreement** made this day of between the GOVERNOR of the STATE of WEST BENGAL (hereinafter referred to as the GOVERNOR which expression shall his successor in his office and assigns) of the ONE PART AND Shri/Smt./Miss \_\_\_\_\_ Son/daughter/wife/widow of \_\_\_\_\_ carrying on business under the name & styled of M/s. \_\_\_\_\_ of \_\_\_\_\_, hereinafter referred to as the 'CONTRACTOR' (which expression shall unless excluded by or repugnant to the context be deemed to include the respective heirs, executors, administrators, representatives and permitted assigns of the OTHER PART.

WHEREAS the Contractor has submitted a tender for \_\_\_\_\_ to Kolkata police for the period from \_\_\_\_\_ day of \_\_\_\_\_ at the rate Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) Only Including delivery and other charges to any place where the Kolkata police Officers are situated and the said tender has been accepted by the Commissioner of Police, Kolkata for and on behalf of the 'Governor'.

**WITNESSETH and it is hereby agreed as follows :-**

1. THAT the Contractor shall supply the quantities of goods mentioned in the 'SCHEDULE' as per sample submitted by the Contractor at the rate mentioned therein including delivery and other charges to any place where the Kolkata police Officers are situated.
2. THAT the Contractor shall deposit with the Commissioner of Police, Kolkata Rs \_\_\_\_\_ (Rupees \_\_\_\_\_) Only as Security for the fulfillment of the terms and conditions of this Agreement containing on the Part of the Contractor.
3. In the event of the Contractor failing to make a Security Deposit in the matter hereinafter mentioned, the Commissioner of Police, Kolkata or any Officer authorized on behalf of him, May at his discretion, forfeit the earnest money lodged with this tender and cancel the acceptance of the tender.
4. The Contractor shall supply such goods contracted for, within the scheduled time specified in the schedule hereto.
5. If the Contractor by any cause, other than his own neglect or default be prevented or delayed from supplying goods within the period as mentioned in the PARA-4, the period of supply may be extended by the Commissioner of Police, Kolkata on his being satisfied that reasonable grounds exists for such extension.
6. If the Contractor fails to supply article/ goods as per terms & conditions of the TENDER NOTICE and/or acceptance letter and/or Contract of Agreement and in accordance with the accepted samples, the Commissioner of Police, Kolkata or any Officer authorised by him on his behalf, without any notice to the Contractor, forfeit the Security Deposit and/or black-list the firm/Contractor.
7. All the terms and conditions of the TENDER NOTICE and acceptance letter are binding on the Contractor.
8. If the Contractor shall fail to comply with any order as in Clause-4 mentioned or in an extended period under Clause or if goods supplied be not up to the standard then the Commissioner of Police, Kolkata or any Officer authorized by him on his behalf, may, without any notice to the Contractor, purchase elsewhere the goods required and in the case of defective goods, the Contractor shall at his own expense, remove such defect goods. Any goods, so purchased shall be considered as part of the minimum quantity which the Commissioner of Police, Kolkata is bound to take as hereinafter mentioned. Any loss incurred by reason of the price paid for such goods above the accepted rate or any other loss or expense incurred by reason of default of the Contractor, may be deducted from any bills or any money payable to the Contractor or from the Security Money to be deposited by the Contractor, otherwise recover the same by any other process of law. The Contractor shall be liable for any loss which the government may sustain on that account but the contractor shall not be entitled to any gain on purchase made against default.
9. Delivery of goods shall not be taken into stock until such goods have been inspected and considered to be fit for being accepted and taken into stock by the Inspection Committee/Acceptance Committee of the Stores.
10. THAT the Commissioner of Police, Kolkata or any Officer authorized in that behalf shall inspect such goods delivered by the Contractor and duly taken into stock and reserves the right to reject the supply even after being taken into stock if it seems not according to the approved samples.

THIS contract shall not be sublet or assign either wholly or in part without the previous written permission of the Commissioner of Police, Kolkata or any Officer authorized in that behalf by him and on breach of this provision, the Commissioner of Police, Kolkata or any other Officer authorised in that behalf by him may determine the contract and forfeit the Security Deposit and the Contractor shall have no claim for loss thereby resulting to him on any account whatsoever.

On any breach by the Contractor of any of the terms and conditions herein on the part of the Contractor contained, the Commissioner of Police, Kolkata or any Officer authorized in that behalf by him may in addition, to recover any loss sustained, terminate the contract on "SEVEN DAYS' NOTICE" to the Contractor. The decision of the Commissioner of Police, Kolkata shall be final on any question as to extent, meaning or construction of the Schedule or any description, process or other matter contained therein mentioned.

**SCHEDULE**

Item Nos.	Description of specification of materials and articles to be supplied.	Approximate quantity of each to be supplied	UNIT	Rate in Words & in Figures

Signed and delivered for and on behalf Of the GOVERNOR of the STATE OF WEST BENGAL, by the Commissioner of Police, Kolkata in presence of

.....

Signed and delivered for and on behalf Of the.....

In presence of .....

**ANNEXURE – VI****CHECK LIST**

[ To be submitted after duly properly filled up ]

NIT No. No. : .....

NAME OF THE TENDER : .....

NAME OF THE FIRM : .....

FULL ADDRESS OF THE FIRM &amp; BIDDER (FOR COMMUNICATION) .....

E-MAIL ADDRESS.....

**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 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	YES	NO		
6	COPY OF LATEST INCOME TAX RETURN	YES	NO		
7	COPY OF GSTIN	YES	NO		
8	CREDENTIALS & OTHER PAPERS, IF ANY	YES	NO		
9	UNDERTAKING REGARDING BLACKLISTING (As per ANNEXURE – II)	YES	NO		
10	UNDERTAKING REGARDING ACCEPTANCE OF TERMS & CONDITIONS OF NIT (As per ANNEXURE – I)	YES	NO		
11	CERTIFICATE ABOUT OPERATIONAL OFFICE IN KOLKATA	YES	NO		
12	NIT document duly signed with company stamp	YES	NO		

**Note :**

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

\_\_\_\_\_  
Signature with date

\_\_\_\_\_  
Seal of the Company