

NIT
[NOTICE INVITING e-TENDER]

No. : WBKP/CP/NIT-61/EVD/TEN, Dated : 17.08.2021

e-Tender
FOR
SUPPLY & MAINTENANCE OF
EXPLOSIVE VAPOUR
DETECTOR [EVD]
FOR USE OF
SPECIAL BRANCH
OF
KOLKATA POLICE



KOLKATA POLICE DIRECTORATE

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

Ph. : (033) 2250 5275/5048

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NOTICE INVITING E-TENDER

e-Tenders are invited by the **Commissioner of Police, Kolkata** from the bonafide Dealers/Original Equipment Manufacturers/Traders/Registered SSI Units/Industrial Undertakings/Organizations own and managed by Govt. based on Medium and Large Scale units for **Supply & Maintenance of Explosive Vapour Detector (EVD) for use of Special Branch, Kolkata Police.**

The detailed e-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>.

Name of Work	Supply & Maintenance of Explosive Vapour Detector (EVD) for use of Special Branch, Kolkata Police.	
Quantity	09 (nine) Nos.	
Estimated Cost	Rs.2,02,50,000/- (Rupees two crore two lakhs fifty thousand) only	
Earnest Money Deposit	Rs.4,05,000/- (Rupees one lakh five thousand) only through online submission. No alternative will be accepted.	
Type of Bid	Two-bid systems (Technical & Financial Bid).	
Date of Uploading of NIT Documents Online (Publishing Date)	17.08.2021 at 15.00 hrs.	
Documents Download start Date & Time (Online)	17.08.2021 at 15.00 hrs.	
Pre-Bid meeting Date & Time	may be arranged	
Bid submission Start Date & Time (Online)	06.09.2021 at 15.00 hrs.	
Documents Download End Date & Time (Online)	13.09.2021 up to 15.00 hrs.	
Bid submission Closing Date & Time (Online)	13.09.2021 up to 15.00 hrs.	
Technical Bid opening Date & Time	15.09.2021 at 15.00 hrs.	
Technical Demonstration Date & Time	To be intimated later.	
Financial Bid Opening Date & Time	To be intimated in due course.	
Delivery Period	45 days from the date of issuance of Work/Supply Order.	
Validity of Offers	180 days from the date of opening of Financial Bid.	
Tender Opening Location	Office of the Commissioner of Police, Kolkata. 18, Lalbazar Street, Kolkata – 700 001.	
Contact Details	Tender Section – 18, Lalbazar street, Kolkata - 700 001. (Ground floor of Kolkata Police Hqrs.) Phone : (033) 2250 5275	On any working day during office hours (10:00 hrs. to 17:30 hrs.)
	e-Mail – tendersection@kolkatapolice.gov.in	

Bidders are requested to read the instruction carefully before submission of e-Tender.

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. 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. An undertaking in this regard should be submitted by the bidder in the form of affidavit (Annexure-III), 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-III.

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. **Annual Turnover :**
The bidder is desirable to have had an Annual Turnover of **Rs.1.5 crore** only for the last financial year. **A certificate from Chartered Accountant should be attached stating the annual turnover.**
7. **Credentials :**
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, which is applicable for eligibility in this tender.
8. **Work Experience :**
The Bidder is desirable to have experience in the relevant field for at least last 3 (three) years.
9. **PAN No. :**
The bidder should have in its name PAN (Permanent Account Number) with Income Tax authority in India.
10. **Goods & Services Tax (GST) :**
The bidder should have Goods & Services Tax Identification Number (GSTIN) in India in its name.
11. **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.
12. **Authorization/OEM Certificate :**
1. OEM producing the item proposed by the bidder shall not have been blacklisted by any State/Central Government Department or Central/State PSUs as on bid submission date.
2. Copy of Tender Specific Authorization Certificate from Manufacturer/Authorised Dealer should be submitted (Annexure-V) for all products to be supplied otherwise the bid may be rejected.
13. **Proprietary Article Certificate :**
In case the bidder is **OEM** i.e. Manufacturing Units, he will have to submit authentic documents/ Propriety Article Certificate.
14. **Solvency Certificate :**
The Bidder is desirable to submit a Solvency Certificate equivalent to the estimated cost as mentioned in eNIT from a Nationalize Bank/CA.

III. 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. **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.
3. **Brochures :**
Scan copy Brochures (Product Catalogue) of the item(s) must be uploaded in the e-Tender portal.
4. **Earnest Money Deposit (EMD) :**
Intending bidder has to deposit the Earnest Money **Rs.4,05,000/- (Rupees one lakh five thousand)** only through online submission. No alternative will be accepted. Annexure-II may be referred for this purpose.
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. 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.

7. 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.

8. Pre-Bid Meeting :

Pre-bid Meeting may be arranged in Lalbazar Kolkata Police Headquarters with the interested bidders. Bidder can send their queries through e-mail to Tender Section, KPD (tendersection@kolkatapolice.gov.in). **Participation in the Pre-Bid Meeting will be limited to two persons per bidder along with valid authorization.**

9. Canvassing :

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

10. Type of Bid :

The tender shall comprise of two-bid systems namely –

- (i) **Technical (Fee/PreQual/Technical)** - The technical bid consisting of all technical details along with commercial terms and conditions;
- (ii) **Financial (Finance)** – Financial bid indicating item-wise price for the items mentioned in the BoQ.

11. Submission of Bids :

Tenders are to be submitted online within the prescribed date & time using the Digital Signature Certificate (DSC).

A) Technical Proposal – Scanned documents (.PDF) will have to be uploaded under the cover named **“Fee/PreQual/Technical”** containing the following folders :

- i) **EMD/Exemption Certificate** (i.e. proof of RTGS/NEFT or SSI/NSIC/MSME certificates),
- ii) **NIT** (i.e. scanned copy of NIT),
- iii) **Technical Documents** (i.e. Compliance of Technical Specifications, Product Catalogue/Brochure etc.),
- iv) **Other Important Documents (OID)** – The following documents must be uploaded, otherwise bids could not be submitted online :

Sl. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	<ul style="list-style-type: none"> • GSTIN • PAN • P Tax (Challan) • Latest IT Acknowledgement • Bank Solvency
B.	Company Detail(s)	Company Detail	<ul style="list-style-type: none"> • Proprietorship Firm (Trade License) • Partnership Firm (Partnership Deed, Trade License) • Ltd. Company (Incorporation Certificate, Trade License) • Society (Society Registration Copy, Trade License)
C.	Credential	Credential	<ul style="list-style-type: none"> • Work Completion Certificates • Payment Certificates
D.	Financial Info	P/L and Balance Sheet	<ul style="list-style-type: none"> • Balance Sheet (Last 3 years). • Profit & Loss A/c (Last 3 years).
E.	Declaration	Declaration	<ul style="list-style-type: none"> • Undertaking Regarding Blacklisting to be submitted as per Annexure – III. • Undertaking regarding acceptance of Terms & Conditions of NIT as per Annexure – I.
F.	Manpower	Employee/ Technical Personnel	<ul style="list-style-type: none"> • Self Declaration

- v) **Other Documents** – (i.e. documents are not listed in the Table above),
 - vi) **Checklist** (as per Annexure - VII).
- B) Financial Proposal –**
Financial bid should be uploaded under the cover named “Finance” containing the folder BOQ.
- a) 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 shall have to be mentioned separately in the columns provided for the purpose.**
 - b) **The BOQ must not be modified/replaced by the bidder. The bidder should upload the downloaded BOQ after filling the relevant columns; else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.**

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. Decrypted (transformed into readable formats) documents will be downloaded & 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 with the identical hard copies of the documents which were uploaded by them at the time of submitting of the bid personally on the day of opening of Technical Bid so that those can be checked in case of any confusion such as illegibility.**
 - 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 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 law.
 - vi) Summary list of technically qualified bidders will be uploaded online.
- 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 and the Commissioner of Police Kolkata will never accept the demonstrated items for his own purpose 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 (Lol/LoA) :

- i) On completion of e-Tender formalities, Letter of Intent (Lol)/Letter of Acceptance (LoA) will be issued in favour of the selected bidder (L1).
- ii) The instant e-tender accepted rate of the tendered items will remain valid for 01 (one) year from the date of issuance of Lol/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 **03%** 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-IV) 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 Lol/LoA.

18. Warranty & Maintenance :

- a) Contractor will have to give **03 (three) years** comprehensive warranty on all components from the date of acceptance of supplied item(s). After completion of comprehensive warranty period Kolkata Police may go for fresh AMC with the supplier. Hence bidder should maintain sufficient stock of spares with them even after the expiry of the warranty period.
- b) **The Contractor is liable for repairing all or any sort of damage detected during the warranty period completed free of cost.**
- c) During the warranty period no active component should be declared "End of Life". In case it is declared "End of Life" during this period, the vendor has to replace such equipment at their own cost. **A letter of Confirmation by OEM shall be mandatory.** The rate should be quoted inclusive of warranty.

19. Award of Contract :

The Award of Contract will be notified through West Bengal e-Tender portal.

20. Delivery/Completion of Work :

The delivery/completion of work period shall in no case exceed a period of **45 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. 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 Lol 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.

22. Training & Technical Support :

The after sale training, technical support during Warranty for the tendered item(s) should be done by the Contractor "Free of Cost". **An Undertaking should be submitted along with the bid.**

23. Payment :

- a) The process of payment will be initiated only after receiving a satisfactory certificate by the Acceptance Committee to be formed for this purpose after completion of supply/work.
- b) The mode of payments to be made in consideration of the work to be performed by the bidder shall be as follows :

100% – On completion of supply of ordered quantity & acceptance of the same.

IV. 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 within the validity period of tender which is 01 (one) year.
- 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.

V. 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.

VI. 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.

VII. 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.

VIII. 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.

PART – B

I. BILL OF MATERIALS & COMMERCIAL :

Sl. No.	Name of Item	Unit	Qty.	Make & Model	Rate (Rs.)	GST	Total Amount (Rs.)
1	Explosive Vapour Detector (EVD)	Nos.	09	Bidder to specify			

II. TECHNICAL SPECIFICATION :

Sl. No.	Description	Specification of the product intended to be supplied (to be filled in by bidder)
1	No Radioactive source, if present AERB Certificate mentioning ½ life.	
2	Should detect most military explosives including plastic explosives and High & Low Explosive, commercial explosives, C4, TNT, NG, Dynamite, PETN, Semtex, RDX, AnFO, TATP, should detect taggants – DMNB, EGDN, O-MNT, P-MNT etc.	
3	Sampling capability – Vapour mode, Particle mode, Trace mode.	
4	Warm up time – less than 30 seconds	
5	Indicators – Audio and LED, LCD with graphic display	
6	Data storage – not less than 1000 retrievable data record	
7	PC. Compatibility	
8	Portable to handle	
9	Easy operation	
10	Less false alarm	
11	Fast analysis less & Real Time Detection on spot	
12	Three year warranty	
13	In built rechargeable battery slot	
14	Accessories for Particle and trace mode	
15	Strong carrying case	
16	Lighter in Weight	
17	Detection Indication Display by Text	
18	Detection indication display by Graphical Representation on spot	
19	Manually controlled Visual Alarm	
20	Manually controlled Audio Alarm	
21	Minimum traceable amount for Detection	
22	Maximum Distance / Range of Detection from Vapour	
23	Maximum Distance / Range of Detection from Material	
24	Long Lasting Rechargeable Battery	
25	Longer Battery Backup for continuous operation	

(Note : The Bidder has to mention the actual value of the parameters in the Column4 instead of merely mentioning “complied”).

PART – C

I. GENERAL GUIDANCE FOR E-TENDERING :

- 1) **Registration of Bidder** – 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>.
- 2) **Digital Signature Certificate (DSC)** – Each Bidder is required to obtain a Class-III Digital Signature Certificate (DSC) for submission. Details are available at the website <https://wbtenders.gov.in>.
- 3) DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
- 4) The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- 5) After downloading/getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- 6) **The BOQ must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns**, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- 7) Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. **If there is more than one document, they can be clubbed together.**
- 8) The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- 9) There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in **75-100 DPI** so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- 10) It is important to note that, **the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**
- 11) The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- 12) After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- 13) **The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.**
- 14) The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time **(as per Server System Clock).**

ANNEXURES

[To be submitted in following Format]

ANNEXURE – I

DECLARATIONS

Sir,

Having examined the Bid Documents of **e-Tender for Supply & Maintenance of Explosive Vapour Detector (EVD) for use of Special Branch, Kolkata Police.** 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 through GeM (Government e-Marketplace).

Signature with date

Name in block letters

Seal of the Company

ANNEXURE – II

ONLINE SUBMISSION OF EARNEST MONEY

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

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 – IV
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 & Maintenance of Explosive Vapour Detector (EVD) for use of Special Branch, 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 **Supply & Maintenance of Explosive Vapour Detector (EVD) for use of Special Branch, Kolkata Police.** .

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

THEREFORE the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Bidder to Kolkata Police Under the terms of their Agreement dated _____ on account of any breach of terms and conditions of the said contract related to partial non-implementation and/ or delayed and/ or defective implementation. Provided, however, that the maximum liability of the Bank towards Kolkata Police under this Guarantee shall not, under any circumstances, exceed _____ in aggregate.
2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from Kolkata Police stating full or partial non-implementation and/ or delayed and/ or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to Kolkata Police any and all sums demanded by Kolkata Police Under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from Kolkata Police to the Bank shall be sent at the following address:

Attention Mr _____.
3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of **03 (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)

(Name)

(Official Address)

(Signature)

Bank Rubber Stamp

(Name)

Designation with Bank Stamp

Plus Attorney as per Power

of Attorney No.

Dated:

ANNEXURE – V

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 **03 (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.

ANNEXURE – VI
AGREEMENT

[To be stamped in accordance with Stamp Act]

ARTICLES OF AGREEMENT made _____ between the GOVERNOR of the STATE of WEST BENGAL, represented by the Commissioner of Police, Kolkata having its registered office at 18, Lalbazar Street, Kolkata-700 001 (hereinafter call the LICENSOR 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 'LICENSEE' (which expression shall unless excluded by or repugnant to the context be deemed to include the respective heirs, executors, representatives and permitted assigns) on 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 Offices 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 – VII**CHECK LIST**

[To be uploaded online after duly properly filled up]

NIT No.

NAME OF THE TENDER :

NAME OF THE FIRM :

FULL ADDRESS OF THE FIRM & 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	BALANCE SHEET OF LAST 3 YEARS	YES	NO		
10	PROFIT AND LOSS ACCOUNT OF LAST 3 YEARS	YES	NO		
11	SOLVENCY CERTIFICATE FROM BANK/REGISTERED CHARTERED ACCOUNTANT	YES	NO		
12	TURNOVER DULY CERTIFIED BY C.A. LAST ONE YEAR	YES	NO		
13	UNDERTAKING REGARDING BLACKLISTING	YES	NO		
14	UNDERTAKING REGARDING ACCEPTANCE OF TERMS & CONDITIONS OF NIT	YES	NO		
15	TENDER SPECIFIC AUTHORIZATION (OEM) CERTIFICATE	YES	NO		
16	TECHNICAL SPECIFICATION COMPLIANCE	YES	NO		
17	BROCHURE/PRODUCT CATALOGUE	YES	NO		
18	MANPOWER	YES	NO		
19	CERTIFICATE ABOUT OPERATIONAL OFFICE IN KOLKATA	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.

Sd/-
for Commissioner of Police,
Kolkata
