



# Hooghly-Chinsurah Municipality

Mahendra Mitra Road, Pipulpati, PO & Dist. - Hooghly, West Bengal.

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Memo No. 3759/IT

Dated : 08 - 12- 2020

## NOTICE INVITING e-TENDER

NIT NO: - WBMAD/C/HCM/IT/ NIT2/12/e/20

*(Submission of Tender through online)*

### For supply, installation of Desktop Computers, UPS and Anti-Virus

On behalf of the Hooghly-Chinsurah Municipality, The Chairperson , Board of Administrators, Hooghly-Chinsurah Municipality, invites e-Tender (electronic tender process), to obtain a “item rate tender”, for the under mentioned works, from suitable bonafide contractors /suppliers / computer agencies for the work as per list published with this notice. The intending tenderer if found himself eligible to participate in the tender should download the detail Tender Notice from “e-tender” link under <http://wbtenders.gov.in> website. The cost of the EMD as specified should be deposited only on line basis. The tenderer will have to submit their bid **on-line** in two bid system containing pre-qualification document (**Technical Bid**) in one and **Financial Bid** in another. The list of important dates is also given in **Table-I** of this Notice and Standard Bidding Document (**SBD**).The detailed tender notice along with Tender Documents and other forms is available at “e-tender” link under <http://wbtenders.gov.in> web porttal.

SI NO	Name of Work	Earnest Money in Rs.	Time allowed to complete the work	Fund	Class
1	Supply of a) Desktop Computers --- 10 nos. ***  ( i3 processor based PC optional Optical Drive – 5 nos, i3 processor based PC <b>with</b> Optical Drive DVD/RW – 4 nos. , i5 processor based PC <b>with</b> Optical Drive DVD/RW - 1no.) *** b) UPS – Line interactive (600/650/700 VA)– 10 nos. *** c) Anti-Virus Total Security (3 years license) --- 10 users ***	Rs. 7000/- (Rupees Seven thousand only) to be paid online through the e- tender portal of the government of West Bengal.	7 DAYS	Municipal E-Governance	Bonafide, Experienced having credential of at least 40% of similar nature of single works and financially capable Supplier / Contractor.

\*\*\* The above required quantities may increase but the prices bid should remain the same during further purchase, if required.

**\*\* Where options are given, rates may be given separately.**

**\*\*\* The required technical specification of the items is given in this document.**

The rate shall be inclusive of all taxes & duties, delivery and installation charges, training, support and others. **The items should be delivered and installation work should start within 7 (seven) days from the date of placing the order and total installation work should be completed within the same day.** All training materials and manuals must be supplied.

The undersigned reserves the right to accept or reject any or all of the tenders without assigning any reasons thereof. Acceptance and issue of work order for all the items of the quotation is also not guaranteed. The undersigned has the sole discretion regarding issue of work order item wise to the suitable individual bidder. No condition will be allowed from the bidders. All necessary softwares and user manuals should be supplied.

Rates quoted shall remain firm till the completion of work.

## **TECHNICAL SPECIFICATIONS:**

**\*\*\* The Chairperson, Board of Administrators, Hooghly Chinsurah Municipality reserves the right to select a preferred brand / manufacturer / model irrespective of price bid. \*\*\***

**\*\*\* Comparison of price bid will only be made among the same brand / manufacturer having identical model and specification) \*\*\***

### **A) Core i5 Desktop Computer : Brand – Globally reputed commercial/ business brands – 1 no.**

1. Processor:

7th Gen Intel® Core™ i5 Processor (3.00GHz 2400MHz 6MB or higher ) 6 cores or higher

2. Chipset:

Processor compatible Intel Chipset (OEM Logo should be embossed in the Mother Board. No logo sticker will be accepted) (like Q370 equivalent or higher)

3. Memory (RAM):

4GB (DDR4 PC4-19200 DDR4 2400MHz) expandable upto 32 GB or higher

4. HARD DRIVE 1TB SATA 7200RPM

5. GRAPHIC CARD Integrated Graphics

**6. OPTICAL DISC DRIVE DVD RW (required)**

7. Network Interface Integrated 10/100/1000 Base T network interface

8. PORTS AND SLOTS Front : 4 x USB 3.0; 2 x USB 3.1 Type C (optional); Card reader (optional); 2 x audio; Rear: 2 x USB 3.0; 2 x USB 2.0; VGA; 2 x DP; 1 x serial port (plus, optional 2nd serial port); LAN; 3 x audio; 2 x PS2 , PCI slots, HDMI port

9. Keyboard/Mouse USB Keyboard and USB Optical mouse

10. Display 19.5 inch Full HD LED Color Monitor or higher

11. Operating System: DOS / UBUNTU

12. Power Supply & Cabine: Micro tower with 280 watt SMPS which works on AC 170 volt to

270 volt; Rated Line Frequency: 50/60 Hz; Energy Star Compliant

13. Warranty 3 Years onsite including Parts & Labour (3-3-3)

**B) Core i3 Desktop Computer : Brand – Globally reputed commercial/ business brands – 5 nos.**

13. Processor:

7th Gen Intel® Core™ i3 Processor (3.00GHz 2400MHz 6MB or higher) or higher

14. Chipset:

Processor compatible Intel Chipset (OEM Logo should be embossed in the Mother Board. No logo sticker will be accepted) (like H370 equivalent or higher)

15. Memory (RAM):

4GB (DDR4 PC4-19200 DDR4 2400MHz ) expandable upto 32 GB or higher

16. HARD DRIVE 1TB SATA 7200RPM

17. GRAPHIC CARD Integrated Graphics

**18. OPTICAL DISC DRIVE DVD RW (optional)**

19. Network Interface Integrated 10/100/1000 Base T network interface

20. PORTS AND SLOTS Front : 4 x USB 3.0; 2 x USB 3.1 Type C (optional); Card reader (optional); 2 x audio; Rear: 2 x USB 3.0; 2 x USB 2.0; VGA; 2 x DP; 1 x serial port (plus, optional 2nd serial port); LAN; 3 x audio; 2 x PS2 , PCI slots, HDMI port

21. Keyboard/Mouse USB Keyboard and USB Optical mouse

22. Display 19.5 inch Full HD LED Color Monitor or higher

23. Operating System: DOS / UBUNTU

24. Power Supply & Cabinet:

Micro tower with 280 watt SMPS which works on AC 170 volt to 270 It; Rated Line Frequency: 50/60 Hz; Energy Star Compliant

25. Warranty 3 Years onsite including Parts & Labour (3-3-3)

**C) Core i3 Desktop Computer : Brand – Globally reputed commercial/ business brands – 4 nos.**

1. Processor:

7th Gen Intel® Core™ i3 Processor (3.00GHz 2400MHz 6MB or higher ) or higher

2. Chipset:

Processor compatible Intel Chipset (OEM Logo should be embossed in the Mother Board. No logo sticker will be accepted) (like H370 equivalent or higher)

3. Memory (RAM):

4GB (DDR4 PC4-19200 DDR4 2400MHz ) expandable upto 32 GB or higher

4. HARD DRIVE 1TB SATA 7200RPM

5. GRAPHIC CARD Integrated Graphics

**6. OPTICAL DISC DRIVE DVD RW (required)**

7. Network Interface Integrated 10/100/1000 Base T network interface

8. PORTS AND SLOTS Front : 4 x USB 3.0; 2 x USB 3.1 Type C (optional); Card reader (optional); 2 x audio; Rear: 2 x USB 3.0; 2 x USB 2.0; VGA; 2 x DP; 1 x serial port (plus, optional 2nd serial port); LAN; 3 x audio; 2 x PS2 , PCI slots, HDMI port

9. Keyboard/Mouse USB Keyboard and USB Optical mouse

10. Display 19.5 inch Full HD LED Color Monitor or higher

11. Operating System: DOS / UBUNTU

12. Power Supply & Cabinet:

Micro tower with 280 watt SMPS which works on AC 170 volt to 270 volt; Rated Line Frequency: 50/60 Hz; Energy Star Compliant

14. Warranty 3 Years onsite including Parts & Labour (3-3-3)

**13. UPS – Line interactive (600/650/700) of globally reputed brands – 10 nos.**

With manufacturer warranty of minimum 1to 2 years (may be extended to 1+2/ 2+1 = 3 years)

**14. Anti-Virus – QuickHeal Total Security (3 years license) – 10 users**

## 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 Hooghly Chinsurah Municipality and the successful bidder pursuant to the tender document herein.
- iii) iii) "Contract Price" means the price to be paid to the Contractor for providing the intended solution, in accordance with the Contract
- iv) iv) "Contractor" means the successful Bidder whose bid to perform the Contract has been accepted by Hooghly Chinsurah Municipality and is named as such in the Letter of Intent (LoI)/Letter of Acceptance (LoA).
- v) v) "Government" means the Government of West Bengal.
- vi) vi) "Party" means Hooghly Chinsurah Municipality 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.

Sd/-

**Chairperson**  
**HOOGHLY-Chinsurah, Municipality.**

**Memo No: 3759/19/IT**

**Dated : 08- 12- 2020**

**Copy Forwarded for information and for favour of wide circulation to:**

1. The Sabhadhipati, Hooghly Zilla Parisad.
2. The Chief Engineer, M.E.Dte., Bikash Bhavan. Salt Lake City, Kol- 91.
3. The Addl. Chief Engineer (South), M.E.Dte., Bikash Bhavan. Salt Lake City, Kol- 91.
4. The Executive Engineer, Hooghly Division, M. E Dte, Hooghly.
5. The Director, SUDA, ILGUS Bhavan, Kol-700106, Sec-IV.
6. The Project Director, CMU, ILGUS Bhavan, Kol-700106, Sec-IV. - To upload in the website of M.A. Dept. Govt. Of West Bengal.
7. The Director of Local Bodies, Purta Bhawan
8. The District Magistrate, Hooghly.
- 10 The District Information & Cultural Officer, Hooghly.
11. The Public Relation Officer, Information & Cultural Affairs Department, Govt. of West Bengal.
12. All CICs/ Vice Chairperson of this Municipality.
13. The Executive Officer, HCM
14. The Finance Office, HCM
15. The Accountant, HCM
16. The Head Clerk, HCM
17. The Store Keeper, HCM
18. The In-Charges of Tax, Assesment, PWD (Engg), IT dept of HCM.
19. Duranta Barta, Echo Of India, Sunmarg (The Advertising Corporation Of India Pvt. Ltd.)

Sd/-

**Chairperson**  
**Board of Administrators,**  
**HOOGHLY -Chinsurah, Municipality.**

**TABLE - II****6. DATE, SCHEDULE & DESCRIPTION OF WORK:-**

<b>A. a)</b>	<b>Name of the work</b>	<b>:</b>	<b>As per Table I Page No.</b>
<b>b)</b>	<b>Eligible for submission of Tender</b>		<ul style="list-style-type: none"> <li>• <b>Tenderers should have Copy of PAN and GST IN certificate.</b></li> <li>• <b>Should have sufficient experience of at least 40% of the similar nature of single work for last five years.</b></li> </ul>
<b>c)</b>	<b>Name &amp; Address of the Engineer-in-Charge</b>	<b>:</b>	<b>Establishment (General) and IT cell of this Municipality.</b>
<b>d)</b>	<b>Documents require to be submitted along with the Application for obtaining</b>	<b>:</b>	<b>Copy of PAN, Valid Trade License, Copy of GSTIN Certificate.</b> <b>Should have sufficient experience of at least 40% of the similar nature of single work for last five years.</b>
<b>e)</b>	<b>Earnest money:-</b>	<b>:</b>	<b>2% of the estimated amount put to tender It is to be paid on line through e-Tender portal.</b>

<b>Sl. No.</b>	<b>Particulars</b>	<b>:</b>	<b>Date and Time</b>
<b>a)</b>	<b>Date of uploading of NIT. and Tender Documents online) (Publishing Date)</b>	<b>:</b>	<b>11- 12- 2020 at 14:00</b>
<b>b)</b>	<b>Documents download start date (Online)</b>	<b>:</b>	<b>11- 12-2020 at 15:00</b>
<b>c)</b>	<b>Bid submission start date (On line)</b>	<b>:</b>	<b>11- 12- 2020 at 16:00</b>
<b>d)</b>	<b>Bid Submission closing (On line)</b>	<b>:</b>	<b>22 - 12- 2020 at 14:00</b>
<b>e)</b>	<b>Bid opening date for Technical Proposals (Online).</b>	<b>:</b>	<b>24- 12- 2020 at 14:30</b>
<b>f)</b>	<b>Date of uploading list for Technically Qualified Bidders (online)</b>	<b>:</b>	<b>To be notified later</b>
<b>g)</b>	<b>Date and Place for opening of Financial Proposal (Online)</b>	<b>:</b>	<b>To be notified during uploading of Technical Evaluation Sheet of Bidders</b>
<b>h)</b>	<b>Date of uploading of list of qualified bidders along with the offer rates through (on line),</b>	<b>:</b>	<b>To be notified later.</b>

i)	Also if necessary for further negotiation Through off line for final rate.	:	To be notified later.
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**NOTE :-**

**1. In case of Band/strike /holiday etc. falls on the schedule dates as mentioned above, the same will be treated next working day of the fixed dates and time as scheduled above.**

**2. Scrutiny of technical proposal and recommendation thereafter and processing of Comparative Statement for acceptance etc. will be made by the Tender committee of this Municipality. Comparative Statement may be forwarded to the appropriate authority depending on the value of the work as applicable as per existing norms.**

**7. SUBMISSION OF TENDER:**

7.1 General process of submission

Tenders are to be submitted online through the website, in two folders, at a time for each work, one is for Technical Proposal and the other is Financial Proposal, before the prescribed date and time mentioned in Table-II.

Using the Digital Signature Certificate (DSC), the documents are to be Uploaded virus scanned and digitally signed. The documents will get encrypted (transformed into non-readable formats).

**a. Statutory Technical folder containing,**

- i) Application in letter headed pad duly signed in. Letter head should contain full address, telephone no. mobile no. & FAX, e-mail.
- ii) Notice Inviting e-Tender.
- iii) B O Q /Price Schedule

**Note:**

i. Only downloaded copies of the documents are to be uploaded, virus scanned and digitally signed by the contractor.

ii. If any contractor is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.

iii. Tenders will be summarily rejected if any item in the statutory cover is missing.

iv. Necessary deduction i.e. G.S.T., I.T. CESS etc. will be made as per relevant Govt. order.

v. Original demand drafts under Sl. No.6 A (f) under Table - II should reach to the Chairperson, Hooghly-Chinsurah Municipality on or before due date and time as stated earlier.

**b. Non-Statutory Technical cover containing,**

- i. Up to date Professional Tax (PT) Clearance receipts, IT PAN Card & Income Tax Return receipts valid up to the date of opening of the tenders. **Valid application for such clearance addressed to the competent authority may also be considered, if necessary.**
- ii. Up to date GSTIN Certificate and up to date and valid Return Certificate of the last quarter of the current financial year.
- iii. Organizational Structure, Annual Report and audited. Balance Sheet of last year.
- iv. Previous Experience Certificate.

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

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

Sl. No.	Category Name	Sub Category Description	Details
A.	CERTIFICATES	CERTIFICATES  (ALL CERTIFICATE SHOULD BE UP TO DATE)	1. GSTIN Registration Certificate (self-attested) 2. PAN Card(self-attested) 3. P. Tax(Challan) (2019-20) 4. IT-Saral for Assessment year 2019-20 (2 <sup>nd</sup> or 3 <sup>rd</sup> quarter) 5. Latest IT Receipt
B.	COMPANY DETAILS	COMPANY DETAILS	1. Proprietorship Firm (Certificate of Trade License) 2. Partnership Firm (Partnership Deed, Trade License) 3. LTD. Company (Registration Certificate, Trade License) 4. Co-Operative Society (Society Registration Certificate) Bye Laws, up to date Audited Balance Sheet. 5. Power of Attorney (Registered)
Sl. No.	Category Name	Sub Category Description	Details



C.	CREDENTIAL	Credential	1. Completion Certificate for Similar Nature of Work Done (refer clause 6. A(b)).
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## **9. Financial Proposal:**

- i) Financial proposal should contain the following documents in one folder i.e. Bill of quantities - (BOQ) the tenderer is to quote the percentage rate online.**
- ii) Only downloaded copies of the above documents are to be uploaded virus scanned & digitally signed by the contractor.**

## **10. Penalty for suppression / distortion of facts:**

**If any tenderer fails to produce the original hard copies of the documents uploaded or any other documents on demand of the Tender Inviting Authority within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tenderer will be suspended from participating in the tenders on e-Tender platform for a period of 3 (Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the , Board of Administrators, Hooghly-Chinsurah Municipality may take appropriate legal action against such defaulting Tenderer. The authority may ask to show hard copies of all certificates, company details, partnership deeds etc. etc. as uploaded by the Tenderer and allied papers in connection with this tender as and when necessary for verification purpose as per convenience of the authority during processing of this tender.**

## **11. Rejection of Tender:**

**The employer (Tender accepting authority) receives the right to accept or reject any Tender and to cancel the Tender process and reject all tenders at any time prior to the award of contract without thereby incurring any liability to the affected Tenderer or any obligation to inform the affected tenderer of the ground for employer's (Tender accepting authority) action.**

**Chairperson  
Board of Administrators,  
HOOGHLY -Chinsurah, Municipality.**

## **II. PRE-BID QUALIFICATIONS**

1. Company Registration : The responding Bidder should be registered under statutes of India. The organization should be of repute and be incorporated/registered in India.

2. Undertaking Regarding Blacklisting :

a) The bidder should not have been blacklisted by any Central/State Government/Public Sector Undertaking for the tendered item and/or any other item. An undertaking in this regard should be submitted by the bidder in the form of affidavit, otherwise the bid shall be summarily rejected.

b) If the selected firm is found/detected Blacklisted by any Central/State Government/Public Sector Undertaking (for the tendered item or any other item) at any stage of procurement process, the

acceptance of the selected firm and/or the supply order etc., if issued would be treated as cancelled and the contract in whole will be terminated with immediate effect without any intimation to the concerned firm.

- d) In this case the EMD/SD will be forfeited and the Chairperson, Board of Administrator, Hooghly Chinsurah Municipality reserves the right to initiate the proceedings against the selected vendor. In this regard, the Board of Administrator, Hooghly Chinsurah Municipality reserves the right to select the second lowest (L2) vendor for supply of the tendered item. The decision taken by Hooghly Chinsurah Municipality authority in the matter will be treated as full & final in this regard.

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

2. Partnership Firm (if applicable) :

- 3.
- a) Bidder or in case of any partnership firm, any one of the partners should not be insolvent, in receivership, bankrupt or being wound up, their affairs are not being administered by the Court or a judicial officer, their business activities have not been suspended and should not be the subject of legal proceedings of any of the foregoing. b) Bidder or in case of any partnership firm, any one of the partners should not have been convicted of any criminal offence related to professional conduct or the making of false statement or misrepresentation as to their qualifications. c) Where this contract is made with a firm, the act of any partner in the firm whether in breach or performance of the contract, shall be binding on the firm.

4. Annual Turnover : The bidder is desirable to have had an Annual Turnover of Rs. 50 lakh only for the last financial year. A certificate from Chartered Accountant should be attached stating the annual turnover.

5. Work Experience : The Bidder is desirable to have experience in the relevant field for at least last 3 (three) consecutive years.

6. PAN No. : The bidder should have in its name PAN (Permanent Account Number) with Income Tax authority in India.

7. Goods & Services Tax (GST) : The bidder should have its name in Goods & Services Tax Identification Number (GSTIN) in India.

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

9. OEM Certificate : Copy of Tender Specific Authorization Certificate from Manufacturer/Authorised Dealer should be submitted for all products to be supplied otherwise the bid may be rejected.

10. Proprietary Article Certificate : In case the bidder is OEM – Manufacturing Units will have to submit authentic documents to be a manufacturer or a Proprietary Article Certificate for the same.

11. Solvency Certificate : The Bidder is desirable to submit a Solvency Certificate from a Nationalize Bank.

#### IV. INFORMATION FOR THE BIDDER

1. Responsibility : It is the responsibility of the Bidders submitting the bid in the formats given and as per the terms & 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 Hooghly Chinsurah Municipality mentioned on Page.3 of this document. If required Hooghly Chinsurah Municipality may issue corrigendum during this tender period.
2. e-Tender Address : e-Tenders must be addressed to the Board of Administrator, Hooghly Chinsurah Municipality. It should be superscripted "e-Tender for Supply, Installation & Maintenance of Desktop Computers, UPS and Anti Virus for use of Hooghly Chinsurah Municipality."
3. Brochures : Scan copy Brochures of the item(s) must be uploaded in the e-Tender portal. Any attempt of canvassing on the part of a bidder will render his tender liable to rejection summarily.
4. Preference for Govt. Organisation : The products of (1) Regd. SSI Unit of the State; (2) State Govt. Undertakings/Organizations owned/ managed by the State Govt. and (3) State based Medium Scale/Large Scale Units may be given preference, if quality is found satisfactory, in terms of the relevant rules of WBFR Vol-I (Since amended) & Finance Deptt. notification, Govt. of W.B. issued from time to time.
5. Earnest Money Deposit (EMD) : Intending bidder has to deposit the Earnest Money Rs.7000/- (Rupees Seven thousand) only through online submission. No alternative will be accepted. Annexure-II may be referred for this purpose.
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. Taxes & Other Clearance Certificates :
  - a) All bidders shall have to submit copy of the valid Trade License, GSTIN and Professional Tax along with tender on West Bengal e-Tender portal. Tenders received without such certificates will not be considered.
  - b) Any claim of GST or any other prevalent Taxes & Duties, if applicable, should be clearly mentioned against the rate of item. The amount of such taxes & duties, if required should be shown separately.

8. Custom Duty Exemption Certificate (CDEC) : In case the Custom Duty Exemption Certificate (CDEC) is to be obtained from Ministry of Home Affairs Govt. of India for imported item, the payment of Customs Duty/GST etc, whether to be required or not, should be expressly mentioned. Rate should be quoted including CDEC, if applicable. The final rate of the item may be accepted without Custom Duty subject to submission of CDEC by Hooghly Chinsurah Municipality at the time of supply of the item.

9. Pre-Bid Meeting : Pre-bid Meeting may be arranged, if required in Hooghly Chinsurah Municipality with the interested bidders. Bidder can send their queries through e-mail to Tender Section,). Participation in the Pre-Bid Meeting will be limited to two persons per bidder along with valid authorization.

10. Submission of Bids : Bidders shall have to submit the rate as per requirement as reflected in the BoQ during submission of the Financial Bid Sheet. The bidder is to quote the rate online through computer in the space marked for quoting rate in the BoQ. The base price (rate per unit) shall be quoted in the space earmarked for the same. Tax and duties separately shall have to be mentioned in the columns provided for the purpose.

11. Type of Bid :

a)The tender shall comprise of two bid systems – (i) Technical Bid & (ii) Financial Bid. Bidder has to submit their bid separately in the portal <https://wbtenders.gov.in> online.

b)The Technical Bid will be opened first and if it is found technically suitable and/or feasible, only then the Financial Bid will be considered. Otherwise the entire Bids (Technical, Financial and Earnest Money) will be treated as cancelled. Technical Bids shall be evaluated by Technical Committee and the overall performance of the bidder comprising Technical & Financial evaluation shall be done by the Tender Committee constituted for that purpose which will be informed to the bidders who found eligible to participate in the tender.

c)Technically qualified bidders who have fulfilled eligibility criteria on the basis of technical evaluation by the tendering authority shall qualify for financial evaluation.

d) Lowest out of valid financial bids shall be selected for issuance of contract.

12. Evaluation Process :

A) Opening of Technical Proposal –

a) A Committee comprises of senior officers of Hooghly Chinsurah Municipality will open and assess the Technical bid of the Tender.

b) Cover (folder) for Statutory Documents and cover (folder) for Non-Statutory Documents will be opened. Decrypted (transformed into readable formats) documents will be downloaded & handed over to the “Tender Evaluation Committee”. If there is any deficiency in the documents the tender will summarily be rejected.

c) Bidders are requested to submit the hard copy of their technical bids personally on the day of opening of Technical Bid. Bidders must ensure that the Technical Bid submitted online is identical to the hard copy of the Technical Bid submitted at the time of opening of Technical Bid.

d) During evaluation the committee may summon of the bidders & seek clarification/ information or additional documents or original hard copy of any of the documents already submitted.

e) If any bidder fails to produce the original hard copies of the documents like Completion Certificates and any other documents on demand of the “Tender Evaluation Committee” within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the bidder and action may be referred to the appropriate authority for prosecution as per relevant Act.

e) Summary list of technically qualified bidders will be uploaded online.

B) Opening of Financial Proposal – The Financial bids of only those bidders who have fulfilled eligibility criteria on the basis of technical evaluation by the tendering authority will be considered for financial bid evaluation. Lowest commercial bid will be designated as L1. Second lowest as L2 and so on.

### 13. Tender Acceptance & Rejection :

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

- i) Whether the goods and services offered are as per the requisite tender specifications in the document.
- ii) Whether the bidder has submitted all the information/documents as required to be submitted along with the Technical Bid.
- iii) Bidders with variance/contradiction between Technical Bid and Financial Bid will be liable for rejection.

iv) Bidders submitting incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.

v) Tenders with the Technical Bid not containing EMD amount/EMD exemption certificates will be summarily rejected.

vii) Tenders without the signed copy of the Tender Documents will be summarily rejected.

viii) 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.

ix) The Board of Administrator, Hooghly Chinsurah Municipality reserves the right to accept any bid, and to annul the bid process and reject all bids at any time, without assigning any reason, prior to placement of supply order/ signing of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for Hooghly Chinsurah Municipality action.

x) This contract shall not be sublet either wholly or partly without the written permission of the Board of Administrator, Hooghly Chinsurah Municipality and on breach of this provision the Board of Administrator, Hooghly Chinsurah Municipality may determine the contract and forfeit the Security Deposit and the Bidder shall have no claim for loss thereby resulting to him on any account whatsoever.

xi) Any breach by the Bidder of any of the terms of the contract the Board of Administrator, Hooghly Chinsurah Municipality may, in addition to recovering any loss to sustain, terminate the contract on seven (07) days notice to the bidder. The decision of the Board of Administrator, Hooghly Chinsurah Municipality shall be the final on all questions as to the extent, meaning or construction of the said schedule or any descriptions, prices or other matters therein mentioned.

xii) In the event of failure to supply the articles according to approved samples as agreed upon by the bidder, such articles will be purchased elsewhere without notice to the bidder on the account and at the risk of the bidder. Bidder shall be liable for any loss which the Government may sustain on that account but the bidder shall not be entitled to any gain on purchase made against default.

xiii) The Board of Administrator, Hooghly Chinsurah Municipality does not bind himself to accept the lowest or any tender, not to assign any reason for non-acceptance. The Board of Administrator, Hooghly Chinsurah Municipality reserves the right to accept and/or reject any tender, all tenders or any part thereof, without assigning any reason thereto. xiii) The Board of

Administrator, Hooghly Chinsurah Municipality reserves the right to revise the quantity of the tendered article/item as per requirement and/or availability of fund within the validity period of tender which is 1(one) year.

xiv) The Board of Administrator, Hooghly Chinsurah Municipality may accept the tender in respect of all the items tendered for, or any of them, or any part of all or any of them, by notifying the Bidder accordingly in the acceptance and the tender shall thereupon be considered as a tender for the quantity so accepted.

xv)The Board of Administrator, Hooghly Chinsurah Municipality 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.

#### 14. Demonstration :

The demonstration of the item/equipment etc., if required, will have to be arranged by the bidder before the Tender committee during Technical Evaluation. If any or all the items/equipment are not found suitable and/or up to the mark by the members of the Tender Committee, the same shall be liable to be rejected even after having lowest rate. The decision of Tender Committee and/or any other Committee constituted for the purpose will be taken as final. The bidder is liable for the cost of equipment/product of demonstration and the Board of Administrator, Hooghly Chinsurah Municipality will never accept the demonstrated items for his own purpose at the time of delivery.

#### 15. Letter of Intent/Acceptance (Lol/LoA) :

- i) It should be noted that the firm/firms will be selected purely as “PROVISIONAL BASIS” and the forecast requirement may increase or decrease depends on requirement and availability of fund.
- ii) On completion of e-Tender formalities, Letter of Intent (Lol) / Letter of Acceptance (LoA) will be issued in favour of the selected bidder.
- iii) The instant e-tender accepted rate of the tendered items will remain valid for 01 (one) year from the date of issuance of Lol/LoA. iv)The Board of Administrator, Hooghly Chinsurah Municipality reserves the right for placement of supply/firm order at any time during the validity period of the tender and the selected bidder will be bound to supply of the tendered items as per accepted rate of the respective tender against the Supply/Firm Order placed time to time within the validity of the e-Tender. v)The bidders are therefore advised to quote their rate keeping in mind with the above stipulation. No deviation of the above shall be entertained. vi) Lol/LoA does not confer any right to supply/implementation. A separate supply order will be issued.

16. Security Deposit (SD) : **Deduction @10% of the amount of the bill will be made as security deduction against work done value and the same will be kept for 12 months. The Security money will be returned to the agency after 12 months from the date of actual**

**completion of the work done subject to fulfillment of the conditions applied for and fulfillment of the conditions applied and subject to the satisfaction of the municipality office.**

17. Proforma Invoice (PI) : After completion of the process of selection, the selected firm is expected to furnish Proforma Invoice for the respective item(s) for initiating procedural formalities for obtaining sanction of Govt. The Supply/Firm order may, however be placed only on receipt of sanction of fund from Govt.

18. Supply of Stores : i)The Bidder shall be liable to supply the tendered item as per agreement mutually agreed upon against placement of order of supply from time to time by the Board of Administrator, Hooghly Chinsurah Municipality within the time specified in the respective order. The Board of Administrator, Hooghly Chinsurah Municipality reserves the right for placement of Supply/Firm Order at any time during the validity period of the tender and the bidder is bound to supply of the tendered item as per accepted rate of the respective tender. ii) If the Bidder by any cause, other than his own neglect or default, be prevented or delayed from supplying items/goods as aforesaid, the periods provided in clause may be extended by the

Board of Administrator, Hooghly Chinsurah Municipality on being satisfied that reasonable grounds exist for such extension. iii)The Bidder shall provide, at his own expense, all tools, plant, implements, packing, coolie hire charges and the like as will be necessary for the due performance of the contract. No claim on these accounts shall be entertained. iv) Random Testing of the delivered items will also be done at the time of Acceptance at the expense borne by the bidder. v) Hard & Soft Copies of operating & technical literature both in English are required at the time of supply of the stores.

19. Grounds for Blacklisting : a) At the stage of competitive bidding – on the ground of : i) Submitting false documents as far as the eligibility criteria are concerned, ii) Submission of bid which involves concealment/suppression of facts in the bids in order to influence the outcome of eligibility screening or any other stage of open bidding. iii) Unauthorized use of one's name or the name of any other firm for the purpose of bidding, iv) Withdrawal of a bid, or refusal to accept an award, or enter the contract with the Govt. without justifiable cause, after he had been adjudged as having submitted the lowest responsive bid, v) Refusal or failure to post the required performance security within the prescribed time, as indicated in the detailed tender notice. vi) Refusal to clarify in writing its Bid during post qualification within the prescribed period as contained in the detailed tender notice from receipt of the request for clarification. vii) Any documented unsolicited attempt to unduly influence the outcome of bidding in his favour, viii) All other acts that tend to defeat the purpose of competitive bidding which is contrary to financial rules of the Government e.g. habitual withdrawing from bidding except valid reasons, not complying with the requirements during bid evaluation. b) At the stage of contract implementation – on the ground of : i) Failure on the part of the firm to supply items as per Supply Order due solely to his fault or negligence within the prescribed period as mentioned in the detailed tender notice. ii) Failure on the part of the firm/company to fully and faithfully comply with the contractual obligations without valid cause or failure to comply with any written lawful instruction of the procuring entity or its representative(s)



pursuant to the implementation of the contract. iii) Assignment and sub-contracting of the contract or any part thereof iv) Unsatisfactory progress in the delivery of goods/items in case of procurement, v) Supply of inferior quality of goods, as may be provided in the contract or as per accepted sample/specimen of item(s). vi) Any other reason, which the procuring entity deems it logical to include in the contract, duly agreed by the selected bidder/firm. vii) Failure of supply within the stipulated period of time to be mentioned in the supply order.

20. Disputes & Arbitration : In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of Board of Administrator, Hooghly Chinsurah Municipality or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do works or neglecting his work or being unable to act as arbitrator for any reason whatsoever, the Board of Administrator, Hooghly Chinsurah Municipality shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. The Bidder will have no objection in any such appointment that arbitrator so appointed is employee of Hooghly Chinsurah Municipality. 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.

21. 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.

22. Office for Communication : The Bidder is desirable to have an office in West Bengal and service delivery centre at Hooghly Chinsurah Municipality. The Bidder should mention in detail their support infrastructure including Address, Contact Phone No., FaxNo., e-Mail ID etc. and modalities by which fast response to maintenance calls and minimum downtime will be ensured.

23. Training & Technical Support : The after sale training, technical support during Warranty for the tendered item(s) should be done by the selected bidder "Free of Cost". An Undertaking should be submitted along with the bid.

24. Warranty, Maintenance & Support : a) Supplier will have to give 3 (three) year full warranty on all items from the date of Acceptance of the supplied item. After completion of warranty period Hooghly Chinsurah Municipality may go for fresh AMC with the supplier. Hence bidder should maintain sufficient

stock of spares with them for this warranty period. Separate SLA will be signed with the vendor for warranty & support after supply of the equipments.

b)The 3 (three) year warranty is for support of all the active & passive components supplied under this project. During this period no active component should be declared "End of Life". In case it is declared "End of Life" during this 3 (three) year warranty 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.

15. Bill of Materials & Commercial : Name of Item , Unit Qty, Make and Model, Total Amount with Taxes (in INR)

26. Delivery : The delivery period shall in no case exceed a period of 7 days of the issuance of Work Order. The Board of Administrator reserve the right to extend the delivery period against any satisfactory reason thereafter.

16. Payment : The mode of payments to be made in consideration of the work to be performed by the bidder shall be as follows : 90% of the total project cost – On completion of supply.

Security deposit at the rate of 10 % of the final Bill value will be deducted and the same will be returned after 1 year subject to the successful running of the items to the satisfaction of the municipality office.

## AWARD OF CONTRACT

a)The Bidder who's Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through Acceptance Letter. The notification of award will constitute the formation of the Contract. b)The Agreement in prescribed format will incorporate all agreements between the Tender Accepting Authority and the successful bidder. All the tender documents including NIT & BoQ will be the part of the contract documents. After receipt of Letter of Acceptance, the successful bidder shall have to submit requisite copies of contract documents of NIT along with requisite cost through Bank Guarantee/Bank Deposit Receipt, National Savings Certificate issued by the Post Office (P.O.) duly pledged in favour of the Board of Administrator, Hooghly Chinsurah Municipality or in a Savings Bank Pass Book pledged to the Board of Administrator, Hooghly Chinsurah Municipality or in Government Securities endorsed to the Board of Administrator, Hooghly Chinsurah Municipality or FDR (of Nationalized Bank) for the concerned work within time limit to be set in the Letter of Acceptance

## GUIDELINES FOR SUBMISSION OF E-TENDER

1. General guidance for e-Tendering : a) Registration of Bidder – Any bidders willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System through logging on to <https://wbtenders.gov.in> (the web portal of Public Works Department) the bidder is to click on the link for e-Tendering site as given on the web portal. b) Digital Signature certificate (DSC) – Each Bidder is required to obtain a Class-II OR Class-III Digital Signature Certificate (DSC) for submission of tenders for the approval service of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the website stated in Clause-I above DSC is given as a USB e-Token. c) The bidder can search & download NIT & Tender Document(s) electronically from computer once he/she logs on to the website <https://wbtenders.gov.in> using the Digital Signature Certificate. This is the only mode of collection of Tender Documents. 2. Submission of Tenders : Tenders are to be submitted through online to the website stated in Clause-I in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digital Signed. The documents will get encrypted (transformed into non readable formats). A) Technical Proposal – The Technical proposal should contain scanned copies of the following in two covers (folders). i) Statutory Cover Containing the following documents – i) NIT; ii) Any other documents if applicable; iii) Agreement Paper; iv) Check List. ii) Non-statutory Cover Containing the following documents –

Sl. No.	Category Name	Sub-Category	Description	Detail(s)
A.	Certificate(s)	Certificate(s)	•GSTIN. •PAN. •P Tax (Challan) (2016-2017). •ITR for Assessment year 2016-2017. •Solvency Certificate from any Nationalized Bank or Registered Chartered Accountant.	
B.	Company Detail(s)	Company Detail	•Proprietorship Firm (Trade License) •Partnership Firm (Partnership Deed, Trade License) •Ltd. Company (Incorporation Certificate, Trade License) •Society (Society Registration Copy, Trade License)	
C.	Credential	Credential	Documents of Credential in the form of work completion certificates & payment certificates of executing similar nature of works done in any Govt. / Semi Govt. Organization or PSU / Corporation or Local Bodies not less than 50% of the estimated cost, which is applicable for eligibility in this tender.	
D.	Undertaking	Undertaking	reg. blacklisting Undertakings to be submitted as per Para (2) of Credentials & Pre-qualifications of the Bidders.	

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

•Click the check boxes beside the necessary documents in the My Document list and then click the tab “Submit Non Statutory Documents” to send the selected documents to Non-Statutory folder.

•Next Click the tab “Click to Encrypt and upload” and then click the ‘Technical’ Folder to upload the Technical Documents.

#### B) Financial Proposal –

a)The financial proposal should contain the following documents in one cover (folder) i.e. Bill of Quantities (BoQ). The bidder is to quote the rate online through computer in the space marked for quoting rate in the BoQ.

b) Only downloaded copy of the above document is to be uploaded duly digitally signed by the bidder.

### VIII. CHECK LIST TO BE UPLOADED ONLINE

NIT

NAME OF THE TENDER

NAME OF THE FIRM

FULL ADDRESS OF THE FIRM & BIDDER (FOR COMMUNICATION)

E-MAIL ADDRESS

. CONTACT PERSON RELATING TO THIS TENDER WITH MOBILE NO

## DETAILS TO BE GIVEN

- 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 (PAN NO TO BE MENTIONED) ... YES/ NO
- 6 COPY OF LATEST INCOME TAX RETURN AS DESIRED ... YES/ NO
- 7 COPY OF GSTIN ... YES/ NO
- 8 CREDENTIALS & OTHER PAPERS, IF ANY ... YES/ NO
- 9 BALANCE SHEET OF LAST 3 YEARS ... YES/ NO
- 10 PROFIT AND LOSS ACCOUNT OF LAST 3 YEARS ... YES/ NO
- 11 SOLVENCY CERTIFICATE FROM BANK YES NO
- 12 TURNOVER DULY CERTIFIED BY C.A. LAST ONE YEAR ... YES/ NO
- 13 UNDERTAKING IN THE FORM OF AFFIDAVIT TO THE EFFECT THAT THE COMPANY WAS NOT BLACKLISTED BY G.O.I. / STATE GOVERNMENT DURING LAST 5 YEARS ... YES/ NO
- 14 CERTIFICATE ABOUT OPERATIONAL OFFICE IN HOOGHLY CHINSURAH MUNICIPALITY ... YES/ NO
- 15 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 Board of Administrator,  
Hooghly Chinsurah Municipality

## ANNEXURES

( To be submitted in following Format )

### ANNEXURE – A

### DECLARATIONS

Sir,

Having examined the Bid Documents of e-Tender for Supply, Installation of Desktop Computers, UPS and Anti Virus for use of Hooghly Chinsurah Municipality for the use of Hooghly Chinsurah Municipality, 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 Hooghly Chinsurah Municipality 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 – B

### ONLINE SUBMISSION OF EARNEST MONEY DEPOSIT

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

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.

## ANNEXURE – C

### Manufacturer's Authorization Letter (if applicable)

TENDER NOTICE NO. \_\_\_\_\_ Date \_\_\_\_\_ To WHEREAS \_\_\_\_\_  
who are official producers of

\_\_\_\_\_ and having production  
facilities \_\_\_\_\_ at  
\_\_\_\_\_ do  
hereby \_\_\_\_\_ authorize

located at \_\_\_\_\_ (hereinafter, the "Bidder")  
to submit a proposal of the following Products produced by us, for the Supply Requirements associated  
with the above Tender

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

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

**Other Important Terms & Conditions:-**

A) The detailed N.I.T, documents and other relevant particulars may be seen by the intending tenderer  
during office hours within the date mentioned above in the office of the **Chairperson Hooghly -  
Chinsurah, Municipality**. B) The materials related to the work are to be supplied in accordance with the  
specification of the B.O.Q of the Chairperson, Hooghly-Chinsurah Municipality by the tenderer.  
**Deduction @10% of the Gross amount of the bill will be made as security deduction against work  
done value and the same will be kept for 12 months. The Security money will be returned to the**



**agency after 12 months from the date of actual completion of the work done subject to fulfillment of the conditions applied for and fulfillment of the conditions applied.** However the security deposit of the contractor held with the Municipality under the provision of **Clause 1 of Form No.2911/2911(i)/2911(iii)** should be treated amended as per memo no. 177-CRC/2M-57/2008 dt.12/07/12 of Public Works Department as follows:

(i) The 1st installment of the security deposit shall be refunded to the contractor on expiry of One year after the issuance of certificate of completion of work and the rest amount of the security money will be released as stated above.

Work order shall be issued by the **Chairperson Hooghly- Chinsurah-Municipality** and payment will be made by the Chairperson Hooghly-Chinsurah-Municipality.

C) If the agency fails to do the work as per the agreement with the Department, penal action in the form of forfeiture of earnest money and or security deposit money, as decided by the authority, will be imposed on the agency and the decision of the authority will be conclusive and binding. In this respect, the Chairperson Hooghly-Chinsurah Municipality shall be empowered to invoke the Earnest Money deposited in favour of him.

**No price escalation, in any form, within the contract period will be entertained.**

D) If any work executed by the agency with under specification the same will have to be replaced, as per the specified specification, by the agency at their own cost without any claim within 7 (seven) days (or as suggested by the authority). In case of failure to do so the authority shall have the right to recover the whole damage amount from the contractor. In this regard the claim will be ascertained by a competent authority.

E) The rate quoted should be inclusive of all cost of transportation, loading, unloading, staking at site and all Taxes, Vat, etc. what so ever.

F) Deduction viz (i) GST IN (ii) IT or any other taxes, due as per rules, will also be deducted from the bill of the agency.

***Successful agency shall have to make an declaration to the Board of Administrators Hooghly-Chinsurah Municipality stating that the agency is agreeable to execute the works as and when require (as per the rates quoted and terms and conditions laid down in the tender papers) to the Board of Administrators Hooghly-Chinsurah Municipality.***

1. Regarding tender for Technical & financial bid the decision of the Chairperson, Hooghly-Chinsurah Municipality shall be final & binding on the applicants in this regard.

2. The authority reserves the right to accept or reject any or all offer without assigning any reason.

Sd/-

**Chairperson  
HOOGHLY -Chinsurah, Municipality.**

## **GENERAL TERMS AND CONDITIONS OF CONTRACT**

### **1. Definitions and Interpretations**

The following words and expressions used in this Sections as also in the other Sections of these Bid documents shall, unless there is anything repugnant in the subject of context, have the meaning hereby assigned to them except where the contract otherwise refers.

- i) **“Approved”** means approved in writing including subsequent written confirmation of any previous verbal approval and approval means approval in writing including as aforesaid.
- ii) **“Contractor”** means the persons or person, firm or companies whose bid has been accepted and who have entered into the contract for the performance of the work.
- iii) **“Contractor Equipment”** means all appliances and things of whatsoever nature (other than temporary works) required for execution and completion of works and remedying of any defects, therein. But does not include plant, materials or other things intended to form or forming part of the permanent works.
- iv) **“Contract Price”** means the sum as stated in the letter of acceptance as payable to the Contractor for execution and completion of the work and fulfillment of all obligations as specified in the Contract document, subject to such addition thereto or deductions there from as may be made under the provisions of the contract documents.
- v) **“Cost”** means all expenditure properly incurred or to be incurred whether on or of the site including overhead and other charges properly allocable there to but does not include any allowance for profit.
- vi) **“Days”** are calendar days.
- vii) **“Drawings”** means all drawings calculations and other technical information of like provided by the engineer to the contractor under contract and all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of like nature submitted by the contractor and approved by the Engineer.
- viii) **“Employer”** means the Chairperson Hooghly-Chinsurah Municipality as the case may be.
- x) **“Engineer in charge (EIC)”** means the SAE Concerned of this Municipality.
- xi) **“Ground Level”** means the level of the referred point of exposed surface of the ground as indicated in the drawing.
- xii) **“Holiday”** means a public holiday for the purpose of section 25 of the Negotiable Instrument Act, 1881 or such other day on which the office remains closed for the day.
- xiii) **“Month”** means English calendar month.
- xiv) **“Site”** means the place provided by the SAE Concerned of this Municipality, where the works are executed and any other place as may be specially designated in the contract as forming part of the site.

- xv) **“Specification”** means specifications referred to in the Bid and any modification thereof or addition thereto as may from time to time be furnished or approved in writing by the Engineer-in-charge.
- xvi) **“Store”** means such storage areas including Go-down.
- xvii) **“Temporary Works”** means all temporary works of any kind required in or about the execution, completion or maintenance of the work. Permanent works means the permanent to be executed, maintained in accordance with the contract.
- xviii) **“Tender”** means the person or persons, firm or company submitting a tender for the work contemplated either directly or through a duly authorized representative.
- xix) **“Tests”** mean such as are prescribed by the specifications or considered necessary by the Engineer-in-Charge.
- xx) **“Writing”** means any handwritten, typewritten, printed communication including telex, cable and facsimile transmission.
- xxi) **“Supply”** supply at site within Municipal town of West Bengal.
- xxii) **“Agency”** means the tender whose rate shall be accepted and word order issued.
- xxiii) **“Authority”** mean the Chairperson Hooghly-Chinsurah Municipality as the case may be.
- xxiv) **“Godown”** means delivery place of Departmental materials with in any municipal area of West Bengal.
- xxvi) **“Supplier/ supplier”** same as Agency
- xxvii) **“Contractor”** same as Agency
- xxviii) **“Tendered”** same as Agency

## **TERMS AND CONDITIONS**

- 1) The price offered should remain valid within a period of Six Month from the date of agreement (i.e. Six month) and no escalation of price shall be allowed in any event.
- 2) The quoted offer rate in Tender must be valid for Six month from the date of agreement. The Tender inviting authority reserves the right for seeking extension of validity of offered rates from the successful Tenderer; acceptance of such request during actual offer is optional to the successful Tenderer.
- 3) Time being essence of execution, execution must be completed within stipulated time as to be given in the work order.
- 4) If any part or whole execution is found defective after execution of the same are to be rectified at free of cost within seven days.
- 5) If any Tenderer withdraws his offer within the validity of the Tender Period without giving any satisfactory explanation for such withdrawal, Tenderer shall be disqualified for participation in any Tender to any Corporation/ Municipality / M.E. Dte for a minimum period of one year within the State of West Bengal.
- 6) The participating tenderers shall have to produce earnest money through on line through e-Tender portal. After successful execution of work orders during the contract period and the expiry of security period (One year from the date of completion in all respect) without any objection or complaint the Security Deposit (S.D @ 10%) will be released in different phase as stated earlier.

7) The Contractor is to complete the work on or before the dates mentioned in the work order, failing which he shall be bound to pay or allow one per cent on the total amount of the work for everyday not exceeding ten days that the contractor shall not exceed the time for execution of and by way of liquidated damages, provided however that The Chairperson, HCM may at his discretion reduce in such cases as he/she may think fit. The said amount to such smaller amount as he/she may decide and his/her decision in writing in that respect shall be final.

9) In every case in which the payment or allowance mentioned in the above clause shall have incurred for ten consecutive days, the Chairperson, Hooghly- Chinsurah Municipality Shall have power either to annul the work altogether, or have work completed without further notice at the tenderers risk & expense as he/she may deem best suited to the interests of the authority and the tenderer shall have no claim to compensation for any loss that he may incur in any way.

10) If the supply or execution of the materials or works is hindered due to the reason beyond the control of the contractor so as to necessitate extension of the time allowed in this tender he shall apply in writing to the Chairperson, Hooghly- Chinsurah Municipality. who shall grant it in writing if reasonable ground be shown for it and without such written authority of the E.I.C. applied for and obtained prior to the expiry of the original date provided for in the agreement, the Tenderer shall not claim exemption from the final leviable under clause 2.

11) The contractor shall give notice to the Chairperson, Hooghly- Chinsurah Municipality of his intension for making delivery of materials and on the material being approved, a receipt shall be granted to him by the Chairperson, Hooghly- Chinsurah Municipality or his authorized representatives and no material will be considered as delivered until so approved. A photocopy of the above should be submitted to the concerned Chairperson, Hooghly- Chinsurah Municipality

12) On the completion of the work in all respect the contractor shall be furnished with a certificate to that effect but the work will not be considered complete until the tenderer shall have removed all rejected materials and shall have the approved materials stacked or placed in such position as may be pointed out to him.

13) The materials are of the best description and in strict accordance with the specification, and the Contractor shall receive payment for such materials only as are approved and passed by the Chairperson, HCM

14) In the event of the material being considered by the Chairperson, HCM, to be inferior to that described in the specification the tenderer shall on demand in writing, forthwith remove the same at his own charge and cost and in the event his neglecting to do so within such period as may be stipulated by the E.I.C. may have such rejected materials removed at the tenderers risk and expense, the expense incurred being liable to be deducted from any sums due, or which may become due to the Supplier.

15) If the tenderer or his work-people break or deface any building, road, fence enclosure or grass land or cultivated land, he shall make good the same at his own expense and in the event of his refusing or failing to do so, the damage shall be repaired at his expense by the Chairperson, HCM who shall deduct the cost from any sums due, or which may be become due to the tenderer.

16) Tender shall supply at his own expense all tools, plant and instruments required for the due fulfillment of his execution and the materials shall remain at his risk till the date for final execution unless it shall have been in the mean time removed for use of the Chairperson, Hooghly- Chinsurah Municipality.

17) The Tenderer shall not sublet without specified order from authority in respect of a specified sub-tenderer. In the event of the tenderer subletting his Supply or execution of work without such permission, he shall be considered to have thereby committed a breach of agreement and shall forfeit his security deposit and shall have no claim for any compensation for any loss that may have collected or engagement entered into.

18) The decision of the E.I.C. shall be final binding and conclusive on all question relating to the meaning of the specification.

19) The Chairperson, HCM shall have power to make any alteration in, omissions from, additions to or substitution for the original specification, drawings, designs and instructions, that may appear to him to be necessary or advisable during the course of execution of the works and the tenderer shall be bound to execute the works in accordance with any instructions which may be given to him in writing signed by the Chairperson and such alterations, omissions, additions or substitutions shall not invalidate the works and any altered addition or substituted materials which the tenderer may be directed to supply in the contract in the manner above specified as part of the work shall be supplied or executed by the tenderer on the same conditions in all respect on which he agreed to do the main work, and at the same rates as are specified in the tender for the main work.

**Chairperson  
HOOGHLY -Chinsurah, Municipality**

## **GENERAL RULES AND DIRECTION FOR GUIDANCE OF TENDER/SUPPLIERS**

1. ***Responsibility and Power of Engineer-in-charge and his representative***

The Engineer-in-Charge or his representative shall monitor the work position. He shall have authority to stop the work whenever such stoppage may be necessary to ensure proper execution of the contract. He shall have authority to reject any materials supplied which do not conform to the contract documents.

The Engineer-in-Charge or his representative shall have the power of inspection of all the materials used for the work under this contract. In order that inspection services may be provided the contractor shall keep the Engineer-in-Charge or his representative posted regarding inspection & dispatch schedules.

All supplied items in pursuance of the contract shall at all times be open to the inspection of the Engineer Concern of this Municipality and its representatives. The contractor shall at all times during the usual working hours, and at all other times at which reasonable notice of the contractor either himself be present to receive orders and instructions or have responsible agent duly accredited in writing present for that purpose.

2. ***Disruption of Progress***

The contractor shall give written notice to the Engineer-in-Charge, as the case may be regarding the delay in execution of work or supply of items or unless any further approval or order including a direction, instruction or approval is issued by the Engineer-in-Charge as the case may be within a reasonable time. The notice shall include details of the items that are to be supplied or order required and of why and by whom it is required.

3. ***Contractors General Obligations and Responsibility***

The contractor shall, subject to the provision of the contract, and with due care and diligence maintain the execution of work and provide all labour, including the supervision thereof, materials, and all other things, whether of a temporary or permanent nature, required in and for

such maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the contract.

4. ***Programme of Supplies***

The contractor shall furnish within a fortnight from the date of order the followings:

- a) Confirmation of the quantity of supply of items to be delivered.
- b) Delivery schedule of the ordered materials

5. ***Contractors to arrange all Labour : Materials : Tools & Plants***

Unless otherwise specifically provided for in the schedule of materials attached to the bid, all materials supplied shall be approved type and as per specifications and shall be procured, brought at site and stored by the contracting firm at his cost and risk.

The rates quoted for the items shall be inclusive of all costs of materials, labour transportation, and storage. The rates shall also cover all taxes viz. Sales tax, any local taxes, duties etc that are payable by the firm under the law of the land. Statutory increase on such elements, if any during the period of contract shall not be paid extra.

6. ***Loss and Damage***

Neither the Engineer-in-Charge nor his representative shall be answerable and accountable in any manner for any loss or damage that may happen to the supplied materials or other things used in the performing the work, or for injury to any person, either a workman or any member of the public, or for damage to any property for any cause which might have been provoked by the contractor. The contractor shall properly guard against all these injuries or damages to persons or property resulting from his operations under this contract at any time before issuance of the certificate of completion of work. He shall indemnify and save harmless the authority from all suits or actions of every description brought for, on account of, any injury or damage received or sustained by any person or persons by reason of the work, negligence in guarding the same, the use of improper materials or of any act of omission or deviation from the contract.

7. ***Supervision of Work***

The Engineer-in-Charge or his representative shall have the power at any time from time to time by notice to the contractor to delay or suspend the progress of work during unsuitable weather for any other adequate reasons and on receipt of such notice, the contractor shall forthwith suspend further progress of work until further notice from the Engineer-in-Charge.

The contractor shall recommence the work immediately on receiving a notice to do so from Engineer-in-Charge. The whole or any part of the time lost for such delay or suspension shall, if authority in its absolute discretion thinks fit but not otherwise be added to the time allowed for, completion of the work. But the contractor shall have no claim to extra payment or compensation whatsoever on the grounds of above delay.

8. ***Employer's right to terminate contract***

If the contractor should be insolvent or bankrupt, (or in case the contractor is a company, it goes into voluntary or judicial liquidation) or he should make a general assignment for the benefit of his creditors or a receiver should be appointed on account of his insolvency, or he should persistently or repeatedly refuse or should fail, except in cases for which extra of time is provided, to complete the work, in order to maintain progress according to the work programme, or he should fail to make prompt payment to labour contractors if any, or for materials or labour, or he should positively by laws, ordinance or the instruction of the Engineer-in-Charge or otherwise be guilty, of a substantial violation of any provision of the contract after giving the contractor seven days written notice terminate the employment of the contractor.

9. ***Supplementary Specification***

Whenever reference is made in these documents to certain special specifications, the reference shall be construed to include all subsequent amendments, changes or additions that are published and in effect at the date of signing of this contract.

The authority reserves the right to issue additional conditions, specification etc. if necessary which will be incorporated with bid documents already sold to bidders for the purpose of the work.

10. ***Employer's right to split package***

The authority reserves the right to split the package and accept or reject any part of the work from the scope of original work without assigning any reason.

11. ***Payments and Certificates***

Payment for the executed work by the contractor will be based on measurements recorded at site. The contractor or his authorized agent or representative shall be present at the time of recording of each measurements and sign the measurement book.

If for any reason the contractor or his authorized agent is not available, and the work is suspended by the engineer-in-Charge to avoid recording of measurements during the absence of the contractor or his authorized representative, the authority shall not entertain any claim from the contractor for any loss incurred by him on this account. If the contractor or his authorized agent or representative does not remain present at the time of such measurements after the contractor has been given a three day notice in writing, such measurements may be taken in his absence and shall be deemed to be accepted by the contractor.

12. ***Insurance of Works, etc.***

Without limiting his obligations and responsibilities, the contractor shall insure in the name of the E.I.C. and the contractor against any loss or damage from whatever cause arising for which he is responsible under the terms of the contract and in such manner that the E.I.C. and contractor are covered for the period of supply as well as during the period of maintenance for loss or damage arising from a cause, and for any loss or damage occasioned by the contractor in the course of any operations carried out by him for the purpose of complying with his obligations as follows:

The works for the time being executed to the estimated current contract value thereof together with the cost of materials supplied by the Agency.

Such insurance as mentioned above shall be affected with an insurer and in terms approved by the E.I.C. The contractor shall bear the cost of all such insurance and whenever required, produce to the Engineer-in-Charge or his representative the policy or policies of insurance and the receipts for payment of the current premiums.

13. ***Notification of Insurer***

It shall be the duty of the contractor to notify the insurers under any of the insurances referred any matter or count which by the terms of such insurances are required to be notified and the contractor shall indemnify and keep indemnified the Engineer-in-Charge against all losses, claims, demands, proceedings, costs charges and expenses whatsoever arising out of or resulting from any default by the contractor in complying with the requirements of this sub-clause whether as a result of the avoidance of such insurance or otherwise.

14. ***All insurance at contractor's cost***

The insurances referred to in this bid document shall be entirely at the cost and expenses of the contractor.

15. ***Remedy on contractor's failure to insure***

If the contractor shall fail to effect and keep in force the insurance referred to clauses

hereto, or any other insurance which he may be required to effect under the terms of the contract, then and in any such case may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time and deduct double the amount so paid by the Municipal Authority as aforesaid from any moneys due or which may become due to the contractor or recover the same as a debt due from the contractor.

16. ***Idle Labour***

No claim for idle labour would be entertained under any circumstances

17. ***Inspection Facilities***

The contractor shall provide necessary facilities for inspection of the work for quality control by the Engineer and for the purpose of carrying his instructions as may be recorded in writing in site Order Book.

18. ***Labour Act***

The contractor should obtain the license under the provision of the contract labour (Regulation and Abolition) Act 1970 and contract labour (regulation and Abolition) general rules, 1971 including the provisions of amendments made there under of the same to the office of the Board of Councilors of HCM Within ten days after formal agreement.

The successful bidder whose bid will be accepted shall either personally deliver the license form in triplicate to the licensing officer of the area in which the establishment in relation to which the contractor is selected for the job. The application form in Form IV shall be forwarded along with Form V, which may be available from the EIC of the concerned Division as the case may be.

19. ***Language for Correspondences***

The bid and all correspondence and documents related to the bid exchanged by the bidder and Authority shall be written in English language. Supporting documents and printing literature furnished by bidder may be another language provided they are accompanied by an accurate translation of the relevant passages in English. For the interpretation of the bid, the English translation shall prevail.

20. ***Contractor's Local Address***

The contractor shall furnish the postal address of his site office. Any notice or instruction to be given to the contractor under the terms of contract shall be deemed to have been served if it has been delivered to his authorized agent or representative of site or sent by registered letter to the site office or to the address.

21. ***Precedence of Contract Documents***

If any stipulation indicated in any component of contract documents be at variance in any respect with those in the other, the decision of the Chairperson, HCM will stand final and binding.

22. ***Time of Completion***

The entire work as per schedule and specification shall be completed within stipulated time from the date of issue of work order.

The period of completion given includes the time required for mobilization and testing as well, rectification, if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge including the monsoon season.

This is the essence of this contract and the allotted work must be complete within the specified time. Extension of time will not be granted except in very exceptional circumstances beyond the control. This clause of extension of time will have precedence over any other similar clauses if they are at variance with penalty for non-complete of the work in all respect in time as indicated elsewhere.



23. **Action for non-completion**

Failure to comply with above conditions and specifications will result in the Authority taking action at the risk and cost of the contractor. Submission of the bid binds the contractor for complying with requirements of the above conditions and specifications without any extra payment on any account.

24. **Arbitration**

If the contractor claim that the decision or instruction of the Engineer-in-Charge are unjustified or beyond contractual agreement that accordingly he is entitled to extra payment on account thereof, he shall forthwith notify this to the Engineer-in-Charge to record his decisions and reasons therefore in writing and shall within two weeks state his claim in writing to the Engineer-in-Charge, the Engineer-in-Charge shall thereafter reply to the points raised in the claims. Unless resolved by negotiation or discussion, the question on liability for such claims will be treated as dispute.

The decision of the concerned EXECUTIVE Engineer, Municipal Engineering Directorate shall be final conclusive and binding on all parties to the contract upon all question relating to the meaning of specification and instructions and as to the quality of workmanship or materials supplied for any matter arising out of or relating to the specification and instructions concerning the work or a failure to execute the same arising during the course of works. The above shall not be the subject matter of dispute or arbitration and in any case shall the work be stopped consequent on such a dispute arising and the work shall also be carried out by the contractor strictly in accordance with the instruction of the concerned Engineer.

In any case dispute arising on matters other than clauses mention above shall be referred to the interpretation, decision and award of an arbitrator. The provision of the Indian Arbitration Act and rules there under with statutory modification thereof shall deem to be incorporated in this contract.

The contractor shall no delay in carrying out the works in such matter, question or dispute being referred to arbitration but shall produce with the work with all due diligence and the contractor shall not be relieved from his obligation and commitment of completing the work and shall adhere strictly to the instruction of the Engineer-in-Charge with regard to the actual carrying out of the work.

In case of any arbitration, the award shall be a speaking one, that is the arbitrator or the umpire as the case may be shall recite facts and assign reasons in support of the award after discussion fully the claims and contentions of the parties.

25. **Terms of Payment**

Payment will be made by the Chairperson, Hooghly- Chinsurah Municipality. **Original voucher of various materials i.e. cement, steel etc. are to be submitted before preparation of each bill. No materials i.e. cement, brick, steel, pipes (G.I.), pipe fittings, etc. will be issued to the agency departmentally for this work.**

26. **Deduction of Tax**

Deduction of sales Tax, Income Tax, and any other taxes are payable as per prevailing tax laws at the prescribed rate at the time of making payment to the contractor.

27. **Typographical Error**

Typographical errors deducted or pointed out are subject to corrections by the Tender Inviting Authority. No benefit can be derived by any party on account of such error.

**28. Completion Certificate**

The Engineer-in-Charge will issue certificate of completion of the work when all works or otherwise undertaken have been completed in all respect.

29. In the event of the Tender, being submitted by a Partner Firm, it must be signed separately by each member thereof, or, in the event of the absence of any partner, it must be signed on behalf by a person holding a Power- of – Attorney authorizing him to do so.
30. Receipts for payment made to a Firm must be signed by the several partners except in the case of well-known and recognized firm and except where the work are described in their Tender or work as a firm.
31. All Tenders received will be opened by the **Chairperson, Hooghly- Chinsurah Municipality** in the presence of tenderers who may be at the office at the time.
32. The authority reserves the right to reject any or all of the tenders without assigning any reason and to accept any tender in whole or in part.
33. The tenderer has to quote the rates in % (Percentage) both in figures and words against the work for execution of a Rate-contract Agreement which should be valid for 1 (one) year from the date of the agreement.
34. Works shall be completed in all respect within stipulated time frame after the work order is placed.

**Chairperson  
HOOGHLY -Chinsurah, Municipality**

## **ANEXURE- I**

### **QUESTIONNAIRE TO BE FILLED IN AND SUBMITTED WITH THE TENDER**

#### **QUESTIONNAIRE IN GENERAL**

Tenderer shall fill in the questionnaire and upload copy of his offer. This information is required in this form to facilitate tender processing even though it may duplicate the information presented elsewhere in this offer. This data shall form a part of the contract with the successful tenderer.

The questionnaire does not supersede instructions in the tender documents relating to the description and other information to be submitted with the offer for a complete understanding of the items offer.

1.0	General	:	
1.1	Tenderers name and address (Telephone no., fax no., e-mail address)	:	
1.2	Tender no. and date	:	
1.3	Name of contact person	:	
1.4	Previous experience and present workload	:	
1.5	Time schedule of completion of supply work	:	
1.6	Tenderers organization chart (to be enclosed by the Tenderer)	:	
1.7	Details of branch and site offices, divisions etc	:	
1.8	Annual turnover Rs.	:	

## **ANNEXURE II**

### **QUESTIONNAIRE TO BE FILLED IN AND SUBMITTED WITH THE TENDER**

Financial year	Annual turnover in Indian Rupees		
	Execution of Similar Works	Others	Total
1	2a	2b	3

**ANNEXURE- IV**

**DECLARATION BY THE TENDERER**

To  
The , Chairperson Board of Administrators, Hooghly-Chinsurah Municipality  
HOOGHLY.

**Sub.:-**

Dear Sir,

We offer our Tender for the above project, in the capacity of the tenderer for the project we declare that we are interested in earnestly accomplishing the project, should you select us for this purpose.

If selected, we understand that it is on the basis of the organizational, technical, financial capabilities and experience of us as specified in the tender document. We understand that the basis of our qualification proposal, and that any circumstance affecting our continued eligibility under the Qualification Proposal, or any circumstance which would lead or have lead to our disqualification under the Qualification Proposal, shall result in our disqualification under this process.

We understand that you are not bound to accept any or all proposal(s) you received.

We declare that we have neither entered into nor are party to (whether by conduct or by acquiescence) any restrictive trade practice or sub-contracting arrangement or collective arrangement with any other person or entity including the other tenderer for the Project, in connection with the preparation and / or submission of the proposal for the Project.

We undertake that, in competing for (and, if we are selected, in working) the Project Agreements, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We declare that we have disclosed all material information, facts and circumstances to you, which would be relevant to and have a bearing on the evaluation of our proposal and selection.

We declare that in the event that you discover anything contrary to our above declarations, it is empowered to forthwith disqualify us and our proposal from further participation in the process.

Yours faithfully,

***Authorized Signature***

Name & Title of Signatory

***Name of Tenderer*** :

***Address***

**SECTION – B FORM – I**

**PRE-QUALIFICATION  
APPLICATION**

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**To**  
The Chairperson,  
Hooghly Chinsurah Municipality,  
Pipulpati, Hooghly - 712103.

Ref. : Tender for \_\_\_\_\_  
(Name of work) \_\_\_\_\_  
\_\_\_\_\_

e-N.I.T.No.

Dear Sir,

Having examined the Statutory, Non-statutory & N.I.T. documents, I /we hereby submit all the necessary information and relevant documents for evaluation.

The application is made by me / us on behalf of \_\_\_\_\_ in the capacity

\_\_\_\_\_ Duly authorized to submit the order.

The necessary evidence admissible by law in respect of authority assigned to us on behalf of the group of firms for Application and for completion of the contract documents is attached herewith.

We are interested in bidding for the work(s) given in Enclosure to this

letter. We understand that:

- 1) Tender Inviting & Accepting Authority / Engineer-in-Charge can amend the scope & value of the contract bid under this project.
- 2) Tender Inviting & Accepting Authority / Engineer-in-Charge reserve the right to reject any application without assigning any reason.

**Enclosure(s) : e-Filling -**

- 1) Statutory Documents.
- 2) Non Statutory Documents.

**Date:**

**Seal and Signature of the Tenderer**

**SECTION –B Form-II**

**[To be furnished on Company's  
Letter Head]**

1) I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/ claim will be raised by the under-signed.

2) The under-signed also hereby certifies that neither our firm M/S \_\_\_\_\_ nor any of constituent partner had been debarred to participate in any tender by any Govt. Organization / Undertaking during the last 5 (five) years prior to the date of this N.I.T.

3) The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.

4) The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of the Department.

5) Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm and I have not applied severally for the same job.

1) We hereby declare that we agree to the terms and condition laid down in the NIT document & form 2911 document as published in the NIT no : WBMAD/ / /NIT- .This agreement over rides any remarks/ observation/ submission made anywhere else in our submitted bid

\_\_\_\_\_  
Signed by an authorized officer of the firm

\_\_\_\_\_  
Title of the officer

\_\_\_\_\_  
Name of the Firm with Seal

Date: \_\_\_\_\_

**Seal and Signature of the Tenderer**

**STRUCTURE AND ORGANISATION**

---

1) Name of Applicant : \_\_\_\_\_

2) Office Address : \_\_\_\_\_

---

Telephone No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

3) Name and Address of Bankers : \_\_\_\_\_

---

4) Attach an organization showing the structure of the company with names of personnel and technical with Bio-data : \_\_\_\_\_

Note: Application covers Proprietary Firm, Partnership, Limited Company or Corporation

---

Signature of applicant including title and capacity in which application is made

**Seal and Signature of the Tenderer**

Name of the Firm : \_\_\_\_\_

List of projects completed that are similar in nature to the works having more than 40% (*fifty percent*) of the project cost executed during the last 3 (*three*) years.

Name of Employer	Name, Location & nature of work	Name of Consulting Engineer responsible	Contract price in Indian Rs.	Percentage of Participation of company	Original Date of start of work	Original Date of completion of work	Actual Date of starting The work	Actual Date of completion of work	Reasons for delay in completion (if any)	

**Note:**

- 1) Certificate from the Employers to be attached
- 2) Non-disclosure of any information in the Schedule will result in disqualification of the firm

\_\_\_\_\_  
Signature of applicant including title and capacity in which application is made

Seal and Signature of the Tenderer