

CHANGE MANAGEMENT UNIT

**A Registered Society under
DEPARTMENT OF MUNICIPAL AFFAIRS ,
GOVERNMENT OF WEST BENGAL**

NOTICE INVITING TENDER

FOR

**Supply, Installation and
Commissioning**

of

880 nos

**600VA Line Interactive
UPS'**

at 55 non KMA ULBs

Tender no: MAD/CMU/IT/001/12-13 Dated: 1/10/2012

NOTICE INVITING TENDER Date: 1/10/2012

Sealed Tenders (in duplicate) are invited for the following job from OEM/ authorized distributors/ dealers/ reputed organizations having sufficient experience and credentials for successful completion of similar nature of work preferably in a Govt. Department. Similar nature means supply, installation and commissioning of computer hardware and its accessories.

Brief description of work	Tender Document Money (Rs)	Earnest Money Deposit (EMD) (Rs)	Start date of Tender availability at Office/ website	Last date and time of Tender submission	Date of opening of Tender (Technical Part)
Supply, Installation and commissioning of 880 nos of 600VA Line Interactive UPS' at 55 non KMA ULBs	Rs.2000.00 (In the form of DD in favour of Change Management Unit)	Rs. 25,000/- (In the form of DD in favour of Change Management Unit payable at Kolkata)	1/10/2012	17/10/2012 (14.00 Hrs)	17/10/2012 (15.00 Hrs).
Bid Submission & Opening Venue	CHANGE MANAGEMENT UNIT ILGUS Bhavan, Sector-3, Bidhannagar, Kolkata- 700 106.				

The tender documents are available at CMU office on all working days from 10.30 AM to 4.00 PM, address given above, on submission of Demand Draft of **Rs.2000.00 (Rupees Two Thousand only)** in favour of **Change Management Unit** payable at Kolkata.

The bidder can download the tender documents from CMU's website www.changekolkata.org and submit the bid with a Demand Draft of **Rs. 2000.00 (Rupees Two Thousand only)** in favour of **Change Management Unit** payable at Kolkata.

For technical queries regarding this tender please contact Sri Monish Mukerjee, IT Expert, CMU Mobile:9831054918, or by e-mail at mail ID monishm@kusp.in on or before **16.00 Hrs, 8/10/2012** and to attend a pre-bid meeting to be held on **15.00 Hrs, 11/10/2012** at CMU, Ilgus Bhavan, Salt Lake Sector III, Kolkata-700106. No queries will be entertained thereafter.

If tender committee feels, suitable corrigendum will be hosted in our web site before **15/10/2012** for the information of all prospective bidders.

Canvassing in any form shall be liable for disqualification.

CMU reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

Sealed tenders are hereby invited by Change Management Unit under Municipal Affairs Department Gov. of West Bengal, from reputed OEMs or their authorized SI with relevant experience and financial capacity as mentioned later for “ Supply, Install and Commission of 880 nos of 600 VA line Interactive UPS in 55 Urban Local Bodies in non KMA locations across West Bengal”

1. BRIEF FRAME WORK AND SCOPE OF PROJECT

a) Frame Work

The E-governance application developed and implemented by CMU has been implemented in 72 ULBs in both KMA and part of non KMA locations. CMU is currently engaged in spreading the eGovernance application in the balance 55 non KMA locations.

Order has already been placed with HCL infosystems to deliver and commission 1 no Server, 15 no Desktops along with various networking equipments and build the necessary networking infrastructure in each of the ULBs, The current tender is for procurement of 16 nos of 600 VA Line interactive UPS in each of the ULB to power the Desktops and 1 network switch.

List of ULBs

Sl no	Name of ULB	Sl no	Name of ULB
1	Alipurduar	29	Jangipur
2	Baduria	30	Jhaldah
3	Bankura	31	Jhargram
4	Barddhaman	32	Jiaganj-Azimganj
5	Basirhat	33	Kalimpong
6	Beldanga	34	Kalna
7	Birnagar	35	Kharagpur
8	Bishnupur	36	Mal
9	Bolpur	37	Mathabhanga
10	Bongaon	38	Mekhliganj
11	Chakdah	39	Memari
12	Chandrokona	40	Midnapore
13	Cooch Behar	41	Mirik N.A.A.
14	Coopers' Camp NAA	42	Murshidabad
15	Dainhat	43	Nabadwip
16	Dalkhola	44	Panskura
17	Darjeeling	45	Purulia
18	Dhupguri	46	Raghunathpur
19	Dinhata	47	Raiganj
20	Dubrajpur	48	Ramjibanpore
21	Egra	49	Ranaghat
22	English Bazar	50	Sainthia
23	Gangarampore	51	Sonamukhi
24	Ghatal	52	Taki
25	Gobardanga	53	Tufanganj
26	Haldibari	54	Jainagar-Mazilpore
27	Islampore	55	Nabadiganta
28	Jalpaiguri		

b) Scope of work:

The successful bidder (here after referred as the Contractor) has to supply install commission 16 nos UPS at each Location and provide on site comprehensive NBD (Next Working Day) warranty support for 5 years from the date of commissioning. The UPS' should conform to the detailed technical specification mentioned later in this document.

Warranty Support may be provided directly by the Contractor or through any of its designated authorized service provider, located suitably at different points in West Bengal to meet the NBD response time criteria and 2 working Day resolution time

2. EARNEST MONEY

- 2.1 The tender should be accompanied by earnest money of Rs. 25,000/- (Rupees Twenty five thousand only) by crossed Bank Draft/ Pay Order payable at Kolkata, drawn in favour of "Change Management Unit".
- 2.2 Any tender not accompanied by earnest money in an acceptable form shall be rejected by CMU, as non-responsive.
- 2.3 Refund of earnest money
 - (a) The earnest money of unsuccessful bidders will be returned within 30 days from the date of awarding the contract to the successful bidder.
 - (b) The earnest money of the successful bidder will be released after its furnishing the Contract Performance Guarantee.
- 2.4 In any case, the earnest money will not bear any interest.
- 2.5 The earnest money is liable to be forfeited
 - a) If after bid opening during the period of bid validity or issue of the Letter of Intent, whichever is earlier, any bidder
 - i) withdraws his tender or
 - ii) makes any modification in the terms and conditions of the tender which is not acceptable to CMU, .
 - b) in case any statement/ information/ document furnished by the tenderer is found to be incorrect or false.
 - c) in the case of a successful tenderer, if the tenderer
 - i) fails to furnish the Performance Guarantee within a period of 7 (seven) days from the date of issuance of Letter of Intent.
 - ii) fails to execute the Contract within a period of 7 (seven) days from the date of issuance of Letter of Intent.
 - iii) fails to commence the work within 7 (Seven) days after the date of issue of the Letter of Intent.

In case of forfeiture of earnest money as prescribed hereinabove, the tenderer shall not be allowed to participate in the re-tendering process of the work, if any.

3. TENDER VALIDITY

- 3.1 The tenders shall be kept valid for a period of 180 days from the last date of submission of tenders or any extended date as indicated below.
- 3.2 In exceptional circumstances, CMU may solicit the bidder's consent for extension of the bid validity period. The request and the responses shall be made in writing. When the validity period is extended by the bidder, the same is to be done without any modification to the bid proposal by the bidder.
- 3.3 All prices quoted must be firm and valid during bid validity period and extended periods. All prices quoted shall not be affected by any escalation in prices of labour or materials,

machinery, equipment etc. or in rupee exchange rate during the bid validity period whatsoever.

4. ISSUE OF TENDER DOCUMENT

- 4.1 Tender Documents are to be obtained by downloading from the website of Change Management Unit : www.changekolkata.org/tenders.html.
- 4.2 Tender Documents downloaded from CMU, website shall be considered valid for participating in the tender process. During scrutiny, if any modification / correction etc. is noticed as compared to the original documents posted on the website, the bid submitted by such bidder is liable to be rejected in whole.
- 4.3 All questions, correspondence and inquiries regarding the Tender Documents should be directed in writing to the Project Director, Change Management Unit. Questions regarding this ToR shall be received in writing at the address mentioned. A soft copy of the same must be sent to the e-mail address: monishm@kusp.in, not later than **15:00 hrs. on 8.10.2012**. The responses/clarifications will be available to all prospective bidders on the website: www.changekolkata.org.

5. LAST DATE TO SEND IN REQUESTS FOR CLARIFICATION

The last date to send in requests for clarification is **9.10.2012** till **15:00** at the office of CMU, in written format and softcopy of the same to be sent to monishm@kusp.in.

6. PRE-BID MEETING

- 6.1 Clarification will be given at a pre-bid meeting which will be held at the office of Change Management Unit, ILGUS Bhavan, Sector – III, HC Block, Salt Lake City, Kolkata – 700 106 on **11.10.2012 at 11.00** hrs. The bidders or their official representatives with proper authorization on Company letter head are invited to attend a pre-bid meeting as per mentioned schedule.
- 6.2 The purpose of the meeting will be to clarify issues and to answer questions, considered relevant, on any queries that may be raised at that stage. However, CMU may not address any question which has not been submitted as Request for Clarification as mentioned in section 4.3 above
- 6.3 The bidders are required to submit any question they want to ask in writing to reach the Project Director, CMU, not later than 3 (three) days before the meeting. A soft copy of the same must also be sent to the e-mail address: monishm@kusp.in.
- 6.4 Any modification of the Tender Documents, which may become necessary as a result of the pre-bid meeting shall be made through the issue of an Addendum / Corrigendum pursuant to clause 8.
- 6.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder. However, no queries will be entertained from a bidder who did not attend such meeting.

7. AMENDMENT OF TENDER DOCUMENTS

- 7.1 Before the deadline for submission of tenders, the Tender Documents may be modified by CMU, by issue of addendum/ corrigendum from time to time, as may be required.
- 7.2 A formal written amendment/addendum/corrigendum shall be issued only to all the prospective bidders, who have submitted any points for clarification through e-mail and the same would also be available at the website www.changekolkata.org/tenders.html.
- 7.3 All the responses/ clarifications along with modifications/ additions/ alterations/ amendments/ addendum/ corrigendum made by CMU, before the last date of submission of bids shall be treated as a part of the Tender Documents and shall be binding upon all bidders.

- 7.4 To give prospective bidders reasonable time in which to take the addendum/ corrigendum into account in preparing their tenders or for any other cause or reason, deadline for submission of tenders may be extended as considered necessary by CMU, .

8 SUBMISSION OF TENDER & DATE OF SUBMISSION

- 8.1 **Deadline for submission of Tender**
Tenders must be received by CMU, at the following address not later than 14.00 hrs. on **17.10.2012**. In the event of the specified date for the submission of the Tender being declared a holiday by CMU, or due to unforeseen reasons, the office of the CMU, not functioning / being closed, the tenders will be received upto the appointed time on the next working day of CMU, .
- 8.2 **Extension of deadline**
CMU, may extend the deadline for submission of tenders by issuing an amendment in writing in accordance with clause 7.3 in which case all rights and obligations of CMU, and the bidders previously subject to the original deadline will be subject to the new deadline.
- 8.3 **Late tender / delayed Tender**
Any tender received by the CMU, after the specified date and time of receipt of tender will be returned unopened to the tenderer.
- 8.4 **The bid is a single bid, Three envelope procedure. The bidders should submit three separate sealed envelopes – namely (a) Qualification, (b) Technical Bid and (c) Financial Bid as follows:**
- i) The Qualification Bid must include documents evidencing fulfillment of the prequalification criteria as mentioned in Section B of this ToR/Tender.
 - ii) The technical Bid must include documents evidencing compliance of the technical specification as mentioned in Section C of this ToR/Tender by the product offered. (Downward deviation of any aspect of the stated specification is acceptable)
Printed brochure or website reference supporting the Product Specification must be enclosed in this envelope.
 - iii) The Financial Bid must be submitted as per the specified format given in Section D of this ToR/Tender Documents.
 - iv) All the 3 envelopes (Qualification, Technical Bid, Financial Bid) must be submitted in one single sealed envelope, clearly marked on top “Supply installation commissioning of 880 nos 600 VA UPS for 55 Urban Local Bodies in non KMA locations” and addressed to Project Director, Change Management Unit, ILGUS Bhawan, HC Block, Sector III, Bidhannagar, Kolkata – 700 106.
- 8.5 All bids shall be completed in all respects and must be submitted as per the bid submission format contained in the Sections mentioned above. It shall be free from any ambiguity, erasing or overwriting.
- 8.6 The bid shall be typed in English only, in A4 size paper with 1.5 line spacing and the pages properly numbered.
- 8.7 The Qualification & Technical Bid must be sent in 2 hard copies (original and 1 copy) and 1 CD media (Acrobat/MS Word). The Financial Bid must be sent in 1 hard copy and 1 CD media (Acrobat/ MSWord).
- 8.8 All pages of the original bid are to be duly signed by an authorised representative of the bidder with the rubber stamp of the bidder and dated at appropriate place in confirmation of having understood the contents and in acceptance thereof.
- 8.9 All supporting documents must be indexed properly and signed by the authorised representative of the bidder. Any loose sheet enclosed along with the bid will not be treated as a part of the bid.
- 8.10 CMU shall not be responsible for misplacement, loss or premature opening if the envelopes are not sealed and/or marked as stipulated in which case the bid may be rejected.
- 8.11 Bids which are received within the deadline for submission of bids will be accepted. Bids sent by e-mail or fax or any other mode than prescribed, will not be accepted.

- 8.12 Each bid should be marked 'original' or 'copy' as appropriate. If there are discrepancies in the 'original' and the 'copy', the 'original' shall prevail

9. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of its bid, and the Change Management Unit, will not be responsible for any costs or expenses incurred by Bidders in connection with the preparation or delivery of bids.

10 Declaration:

The bidder shall furnish a declaration as provided in ANNEXURE I.

11. BIDDER'S RESPONSIBILITY

Before submitting the bid, the ToR/Tender Documents should be carefully read and all points mentioned in the ToR/Tender Documents must be complied with; in default the bid will be liable to be rejected. It is expected that the bidder should be thoroughly familiar with all specifications and requirements of this ToR/Tender Documents. Any failure or omission in the submission of documents shall not be considered and may be liable for cancellation.

12. CMU'S RIGHT OF ACCEPTANCE OF TENDER

- 12.1 If required, CMU may ask any bidder the break-up of unit rates, if any. If the tenderer does not submit the clarification by the date and time required by the CMU, its bid is liable to be rejected.
- 12.2 The competent authority on behalf of CMU does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all the tenders received without assignment of any reason. Tenders in which any of the prescribed conditions are not fulfilled or any condition is put forth by the bidder shall be summarily rejected.

13. CANVASSING PROHIBITED

Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing will be liable to rejection.

14. MISCELLANEOUS RULES AND DIRECTIONS

- 14.1 Use of correcting fluid anywhere in the Tender Document is not permitted. Such tender is liable to be rejected.
- 14.2 All rates shall be quoted as per the prescribed format given in the ToR / Tender documents. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words.
- 14.3 The rates quoted by the bidders shall include all taxes such as sales-tax/VAT, purchase tax, turnover taxes or any other taxes/cess on material, labour and works in respect of the project. CMU, will not entertain any claim whatsoever in respect of the same.

Documents to be submitted in support of the bid : Bidder to mention page number where the following are submitted	Page No.
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DOCUMENT CHECK LIST TO BE FILLED UP AND SUBMITTED BY BIDDER

1. Technical proposals submission letter on the letterhead of the firm clearly indexing the enclosures. This proposal submission letter should bear the reference no. and date, without which the bid will be treated as non responsive.	
2. Bid Form duly filled and signed as per format given in Annexure II on the letterhead of the bidder.	
3. Original Tender document duly stamped & signed on each page, as a token of acceptance of all terms and conditions laid down in the tender document.	
4 . Technical Brochures of items quoted. Printed and published Brochure and / or Web site reference essential (made to order statement on OEM letterhead or likes not acceptable).	
5. Supporting documents of orders executed including satisfactory completion certificate from Customers (to meet eligibility criteria)	
6. Tender Specific Authorization Certificate for the supply, installation and maintenance during Warranty period from the OEM.	
7. Detailed profile of the company, Articles & Memorandum of Association and valid ISO 9001:2008 ,ISO 14001 certificate	
8. Details of Service arrangement in West Bengal	
9. Copy of Audited balance sheet to accompany the bid for F.Y., 2009 - 10 and F.Y. 2010 – 11, & Audited / Unaudited Balance sheet (duly certified) for F.Y. 2011-12.	
10.Copy of PAN Card	
11, Copy of VAT Registration Certificate	
12.Copy of Service Tax Registration Certificate (If Service Tax is claimed in Price bid)	
13. Copy of Professional Tax Certificate	
14. Copy of company Registration Certificate. [The company should operate in the same name and style at least for the last three years.]	

Section B: ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER

1. Bidder should be an established OEM/ SI / ASP , an established IT firm having experience in Supply & Installation of UPS.
2. Bidders other than OEM, must submit tender specific authorization for the supply, installation and comprehensive maintenance during Warranty period from the OEM, specifically as per the MAF format given in this tender.
3. The bidder/ASP/OEM should have their at least one registered service center with call logging facility for IT hardware/ UPS maintenance services at Kolkata. Supporting documents for existence of Service Centre with phone numbers has to be attached.
4. The bidder shall be required to give a declaration in their letter head that they have not been banned by any Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization. If any Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization has banned the bidder and later on lifted the ban, the fact must be clearly stated.
5. Bidder should have executed atleast 02 similar projects involving Supply, Installation and Commissioning of **UPS & Batteries** of Rs. 10 lakhs or more at any Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization in last three financial years (2009-10, 2010-11 & 2011-12). Work Order copies along with job completion certificate from the customer duly attested by Gazetted officer/ Notary are to be submitted..
6. The bidder should have an Annual Turnover of Rs.2 Crores or above in the last Financial Year (2011-12).

AND

Aggregate of Turnover of last three (3) Financial Years (2009-10, 2010-11 & 2011-12) should be Rs 6.0 Crores or above.

7. Valid PAN, Registration certificates for VAT, Professional Tax, Service Tax, Factory or Shop & Establishment, Trade License along with its return (PAN, VAT, S.TAX) submission documents are to be enclosed with the bid.

However, CMU. preserves the right to evaluate the Bidder's performance through the report from any Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization at their own discretion or ask the bidder to produce service satisfaction certificate from the customer base mentioned as per above criteria.

In absence of any one of the above, the offer may be treated as non-responsive & in that case Tender Committee will have the right to decide accordingly.

Make:		Model	
	Specification	Compliance	Upward Deviation, if Any
Technology	Line interactive The UPS should be designed based on a microprocessor/ microcontroller. Bidder must mention the make and model no of the microprocessor/ microcontroller used.		
INPUT			
V/A/W	600/360		
Voltage	230V		
Voltage range	140-280V AC		
Frequency	47- 53 Hz		
Input Cable	3 Wire Min 1 Mtr Length		
Output			
Voltage regulation (Batt mode)	230+/-10%		
Frequency Regulation (Batt.Mode)	50Hz+/-1%		
Output Waveform	Quasi Sine-Wave		
3 No Power Outlet	5 Amp/3 Pin		
Battery			
Battery Type and Number	12V 7AH x 1		
Backup Time (at a PC load with TFT Monitor)	15 Minutes		
Recharge Time	with in 6 hours to 90% after complete discharge		
Transfer Time (Typical)	4 - 8 ms		
Indicator			
AC Mode	LED lighting		
Backup Mode	LED flashing		
Audible Alarm			
Mains Fail	Should Have		
Low Battery	Should Have		
Overload	Should Have		
Protection			
Full Protection	Unde Voltage/Over Voltage/Spike/Surge /Overload/Short Circuit		
Environment	10 - 40 'C 0 - 90% relative humidity (Non - condensing)		
Noise Level	Less than 45 db		
Certification	Company should have ISO 9001 and ISO 14001 Certification/ OHSAS (Preferable)(Copy of the Certificates to be submitted)		
Warranty	5 Years on UPS and Battery Both		

SECTION C: DETAILED TECHNICAL SPECIFICATION

SECTION D– FINANCIAL BID

1. Bid format:

All the items mentioned in Section D under specifications requirement should be quoted in the financial bid. The financial bid should be submitted as per the following format:

Item	Unit Cost	Quantity	Total in INR
Supply installation commissioning of 600 VA Line Interactive UPS Make Model		880	
Cost of 5 years comprehensive on site warranty support		880	
	Grand total in figures		
Grand total in words			

The financial bid should be inclusive of all the taxes, levies, cost of freight, delivery and installation.

2. Validity of Offer

The proposals shall remain valid for a period of **180 days** after the scheduled date for submission of the 'Proposal'. In exceptional circumstances, CMU may solicit the Bidder's consent for extension of the bid validity period. When the validity period is extended by the Bidder, the same shall be done without any modification to the bid proposal by the Bidder.

SECTION E – BID EVALUATION PROCESS AND OFFER OF CONTRACT

Bid Evaluation Process

After submission of the bid, all the bids submitted will be opened in presence of the evaluation committee of CMU, . The details of the bid evaluation will be intimated to the bidders once the evaluation will be over. A single step three-envelope bidding procedure will be used for the evaluation. Under this process, initially the **Qualification and technical bid** will be opened and examined. The correctness of the DDs submitted against Tender document fees and EMD is checked. In the event there is any discrepancy the bids are liable for immediate rejection

If all the qualification criteria are fulfilled, then the bidders will be eligible for evaluation of technical bid. The evaluation of the bids will follow the steps outlined below.

1. Compliance against eligibility criteria - Section B

The evaluation committee of CMU will decide whether the bidder's response satisfies the stated eligibility criteria specified in the ToR. Any shortfall (including omissions and variations) will be recorded. If a bid is not meeting the eligibility criteria, it shall be rejected and cannot be made eligible by correction or amendment.

2. Examination of Short listed Technical Bids – Section C

The short listed technical bids shall be examined for completeness and clarifications if any shall be sought for from the respective Bidders in case the same is considered essential. Once the examination of the Technical Bids is completed, the Financial Bids of only those bidders whose technical bid is acceptable is to be opened. The financial bid opening date and time will be conveyed to the relevant bidders.

3. Examination of Financial Bids –Section D

CMU will determine whether the Financial Proposals , opened , are complete, i.e. whether the Bidder has included all components as per the tender document. If not, CMU may reject the bid as nonresponsive.

However for minor deviations, CMU may, at its discretion, make necessary price adjustments in order to make the Financial Bid include all components as detailed in the tender document. In such case, adjusted price will be considered instead of Bid Gross Price as given by the bidder.

Financial bids shall be compared for the complete scope of work as per the Price Proposal Schedule, inclusive of all taxes and duties. The price schedule shall also have the indicative Price Break-ups.

3.1 Discrepancies in Bid

In case of discrepancies in bids, the following will be adopted to correct the arithmetical errors for the purpose of evaluation.

In case of discrepancy between the original & copies of bid, the original bid will be considered correct.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.

If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

4. Overall Ranking:

The bidder bidding the lowest price bid would be declared as L-1, the 2nd lowest price bid would be marked as L-2 and 3rd lowest price bid would be marked as L-3 and so on and they would be ranked accordingly. The lowest bidder (L-1) would be selected for acceptance, subject to clauses 5 and 6 below

5. CMU'S RIGHT TO ACCEPT ANY BID, TO REJECT ANY OR ALL BIDS

CMU, KUSP reserves the right to accept or reject any bid, and to cancel/postpone the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to bidders or without assigning any reason.

6. NEGOTIATION WITH L-1 BIDDER:

There may be a further negotiation with the L-1 bidder at the discretion of the Evaluation Committee/CMU, to secure further lower price. The finally negotiated price will be treated as the bid price and will be binding upon the bidder.

7. AWARD OF CONTRACT:

The contract will be awarded to the bidder who will be selected as L-1, in terms of clause 4 above, subject to clause 5 and 6 above, provided that the bidder has remained qualified to perform the contract satisfactorily. A bid shall be rejected if the qualification criteria as specified in Section B are no longer met by the bidder whose offer has been determined to be the lowest evaluated bid. In this event CMU, shall proceed to the next lowest evaluated bid to make a similar reassessment of that bidder's capabilities to perform satisfactorily. In case there is a tie between two or more bidders, the bidder with the highest score in the evaluation of Technical Bids shall be awarded the contract. Letter of Intent (LOI) will be issued to the successful bidder after completion of evaluation subject to compliance of General Conditions of Contract and complying with all requirements under the Tender Documents.

8. CONTRACT PERFORMANCE GUARANTEE

The deposit of an amount of 5 (Five)% of the total value of the order **is to be deposited** (within 14 Days from the date of issuance of LOI) in the form of a bank guarantee valid for 60 days more than the composite on-site warranty period of Five years from the date of final acceptance of the system by the end user, from any **Scheduled Bank**. This deposit will serve as the Contract Performance guarantee and will be released on satisfactory completion of the warranty service period.

9. PAYMENT SCHEDULE

The contractor will have to get the delivery challans and installation certificates endorsed by the respective chairperson or Executive Officer of the ULB. Invoices in triplicate accompanying the properly endorsed challans and installation certificate will be processed. Payment for the material

supply and installation will be made factored by penalty incurred if any with in 30 days of receipt of commercially clear invoice.

The warranty support payment will be paid in 5 equal installments factored by the service level achieved at the end of every completed year

10. Penalty

The delivery of the entire material ordered will have to be completed with in 60 days of the release of the Letter of Intent. The installation will have to be carried out as soon as possible after delivery. In the unlikely event in delay of material delivery a L.D. penalty of 1% of the undelivered portion of the material will be charged per week with an overall limit of 5% of the total order value. The order is liable to be cancelled if 75% of the delivery is not completed with in 120 days of the placement of LOI.

The contractor is to supply on a monthly basis the call receipt and resolution report. In the event any call is pending over 7 days it will be treated as a "serious lapse". In the event of such "serious lapse" crosses a count of 10 in any particular quarter 10% of the yearly support charge will be deducted as penalty for every set of count of 10

ANNEXURE I

DECLARATION BY THE BIDDER

(Affidavit on Non-Judicial Stamp Paper of Rs 10/- duly attested by a Notary/Magistrate)

This is to certify that we, M/s _____, in submission of this offer confirm that:-

1. We have not made any misleading or false representation in the forms, statements and attachment in proof of the qualification requirements;
2. We do not have records of poor performance such as abandoning projects, not properly completing the contract, inordinate delays in completion for reasons only attributable to us or financial failures etc.
3. Business with us is not currently banned by any Central /State government Department/ Public Sector Undertaking or Enterprise of Central /State. We are not currently black listed for doing business with any Central /State government Department/ Public Sector Undertaking or Enterprise of Central /State.
4. We have submitted all supporting documents and furnished the relevant details as per prescribed format.
5. The information and documents submitted with the tender by us are correct and we are fully responsible for the correctness of the information and documents submitted by us.
6. We understand that in case any statement/information/document furnished by us is found to be incorrect or false, our earnest money deposit in full will be forfeited.

Date :

(Signature of BIDDER)
[with Rubber Stamp]

Annexure II

BID FORM

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the entire Blank and to be submitted on Letter Head)

Ref No : (Mandatory)

Date : (Mandatory)

To,
The Project Director,
Change Management Unit,
ILGUS BHAVAN
Salt Lake , Sector-III
Kolkata-700106

Dear Sir,

Having examined the Bid documents we, the undersigned, offer to undertake the job of “Supply, Installation and Commissioning of -----” as per the Tender No. ----- dated-----

We agree to abide by this bid for the period of 6 (six) months from the date for fixed for price bid opening and it shall remain binding upon us for acceptance at any time before the expiry of the period.

This bid, together with your written acceptance thereof and your order / notification of award, shall constitute a binding contract between us.

We understand that CMU reserves the right to accept in full / part or reject any or all the bids received or split order within successful bidding without any explanation to bidders and its decision on the subject will be final and binding on Bidder. We also understand that CMU is not bound to accept the L-1 bid for placement of order.

We had given an EMD of Rs. ----- (DD No _____ dated _____ on _____) along with the technical document.

We also abide to go through bank Guarantee of 5% of the job value as Contract Performance Bank Guarantee.

Dated, thisday of20---

.....

Signature

.....

(In capacity of)
duly authorised to sign bid for and on behalf of

(Name and Address of the Bidder) (Affix Official Seal)

Annexure III

MANUFACTURER'S AUTHORISATION FORM

(TO BE SUBMITTED ON OEM LETTERHEAD, SIGNED BY A PERSON COMPETENT AND HAVING THE POWER OF ATTORNEY [Notarized copy to be attached] TO BIND THE PRODUCER) Without this MAF , the bid is liable to be rejected.

Tender No. ----- Date:-----

To,
The Project Director,
Change Management Unit,
ILGUS BHAVAN
Salt Lake , Sector-III
Kolkata-700106

WHEREAS _____ who are official
producers of _____ and having
production _____ facilities _____ at
_____ do hereby
authorize

_____ located at _____ (hereinafter, the
"Bidder") to submit a bid of the following Products produced by us, for the Supply Requirements
associated with the above Invitation for Bids.

[Note: Please Specify the Product Name & Model No here.]

When resold by _____ these products are subject
to applicable warranty terms of this NIT.

We assure you that in the event of _____ not being able to fulfill
its obligation as our Sales & Service Provider in respect of this NIT, we would continue to meet
our the terms stated in the abovementioned NIT through alternate arrangements.

We also confirm that _____ is our authorized service provider
/ system integrator and can hence provide maintenance and upgrade support for our products.

We also undertake to supply the materials in the event of the non-supply of the materials
by _____ as per the NIT and assure you the
availability of spares for the products for the next two years after the expiry of Five years
comprehensive on site warranty.

Name _____ In the capacity of _____

Signed _____

Note: This letter of authority must be on the letterhead of the Manufacturer, must be signed by a person competent and having the power of attorney (Notarized copy to be attached) to bind the OEM, and must be included by the Bidder in its bid as specified in the Instructions to Bidders.

Annexure IV

CONTRACT PERFORMANCE GUARANTEE

In consideration of the Change Management unit (hereinafter called 'CMU') having agreed to exempt _____ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No _____ dated _____ made between _____ and _____ for the supply of _____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (contractor(s)) do hereby undertake to pay to the CMU an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by CMU by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the CMU by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of CMU in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We under take to pay to the CMU any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the CMU under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office/Department) CMU certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of FIVE YEARS (as specified in the tender no.....) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with the CMU that the CMU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the CMU against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the CMU or any indulgence by the CMU to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the CMU in writing.

SIGNATURE

Dated the _____ day of _____
for _____

(Indicate the name of bank)