



Government of West Bengal

Notice inviting e-Tender

Repairing and Maintenance of Govt. Vehicles.

Tender Reference No. SPCBR/e-NIT 39 /2025-26 (2nd Call)

Tender Inviting Authority:



**Superintendent of Police,
Cooch Behar**

NOTICE INVITING-TENDER

E-Tender is invited by the Superintendent of Police, Cooch Behar from the bonafied Firms / Suppliers / Garage / Workshops etc. to quote **item wise rate for supply spare parts and repairing / servicing of Government Vehicles and Motor cycles over a period of FY- 2025-26 from the date of agreement executed after finalization of financial evaluation.**

Detailed Descriptions of Items with vehicle specifications are given in BOQ as summarized in TABLE -01 under PART – A of detailed bid documents and available online at <https://wbtenders.gov.in>

- ➔ The **item wise rate** to be quoted online following the details in Columns as per Proforma in BOQs.
- ➔ Bid to be submitted on line through the website <https://wbtenders.gov.in> latest By **08/09/2025 within 18:00hrs.**
- ➔ The Office reserves the right to accept or reject any quotation without stating the reason whatsoever.
- ➔ All the articles to be delivered must be according to the sample/Specification. The representatives of intended bidders are advised to visit the Motor Transport Section, Police Line, Cooch Behar to inspect the sample/Quality specification on any working date before submission of bids.
- ➔ The authority shall be very stringent regarding delivery schedule for supplying intended articles / items as indicated in the Part –A of the detailed tender documents.
.Failure to comply with the desired time schedule on delivery, shall lead to rejection of accepted bids without any further notice and the concerned bidders will be blacklisted from participating any subsequent Tender.
- ➔ Intended Bidders shall liable to deliver requisitioned items to the respective section of Cooch Behar District Police as will be indicated in the requisition/indent/supply orders at their own costs of bidders.
- ➔ The rate quoted should be cumulative of GST and all other taxes as applicable. Quoted rate must be less than ongoing market price. **Price quoted including all taxes and levies above the Maximum Retail Price and /or above ongoing market price will be rejected.**
- ➔ No additional costs on carrying / transportation / levies / local taxes /insurances whatsoever Etc shall be entertained over and above lowest item wise rate (L1) discovered through financial bids of technically qualified bidders on supply and replacement if any within stipulated time.
- ➔ The decision of the Superintendent of Police, Cooch Behar will be final and binding in all respect.
- ➔ **Bidders are requested to read and understand the guidelines,**

directions and conditions content in the bid document very carefully. Non-compliance to any single matter at any stage during the validity of tender shall lead to rejection of bids and cancellation of agreement.

→ Successful bidders shall be required to engage into an Agreement with the authority of Cooch Behar District Police as per enclosed proforma attached with detailed bid documents. The agreement shall be arranged by the successful bidder/bidders at their own costs.

**→ The detailed Tender documents can be downloaded from the web portal:
<https://wbtenders.gov.in>**

**Superintendent of Police
Cooch Behar**

BID DOCUMENTS
of
THE E-NIT REFERENCE
NO. SPCBBR/e-NIT 39/2025-26
(2nd Call)

Cooch Behar District Police,
Police Line, Cooch Behar

PART-A

I. DEFINITIONS:

- i) “Bidder” means a bidder/firm/agency who has responded to this Tender Document by submitting his Technical and Financial Proposal.
- ii) “Contract” means the contract signed between the Cooch Behar District Police and the successful bidder pursuant to the tender document herein.
- iii) “Contract Price” means the price to be paid to the Contractor for providing the intended solution, in accordance with the Contract.
- iv) “Contractor” means the successful Bidder whose bid to perform the Contract has been accepted by Cooch Behar District Police and is named as such in the Letter of Intent (LoI)/Letter of Acceptance (LoA).
- v) “Government” means the Government of West Bengal.
- vi) “Party” means Cooch Behar District Police or the Contractor, as the case may be, and “Parties” means both of them.
- vii) “Services” means the work to be performed by the contractor including the supply of related accessories, transportation, insurance, customization, commissioning, training, technical support, maintenance, repair, and other services necessary for proper operation of the intended equipment to be provided by the contractor and as specified in the Contract

II. Scope of Work

- E-Tender is invited by the Superintendent of Police, Cooch Behar from the authorized dealers/Bonafied Suppliers/Agent of manufacturer/ bonafied workshops/Garrage etc, to quote item wise rate of Different items of Spare Parts/ repairing or maintenance jobs etc required for Government Vehicles . Rate to be quoted item wise.
- Specification of items listed in respective BOQ.
- Supply to be made at Motor Transport Section , Police Line, Cooch Behar.
- Requisition for items will be placed to the supplier selected through this tender from the end of Superintendent of Police, Cooch Behar on as and when required basis.
- Selected bidders/ suppliers (item wise) will enter into an agreement with Cooch Behar District Police Authority for supply as per requirement for a period FY-2025-26 from the date of agreement.
- Financial and Technical Bids are to be submitted in two bid system to be submitted online through the website <https://wbtenders.gov.in>
- Prospective bidders are requested to follow the TABLE-01 given below very carefully.

TABLE-01

Sl. No	Description of Items Put to Tender	Earnest Money Deposit(Online)	B.O. Q. reference	Number of Items in BOQ
1	Spare parts for Small Vehicles (SCORPIO & ALLIED VEHICLES)	Rs.5,000/-	BOQ	Items description attached in BOQ
2	Spare parts for all Big Vehicles (Tata-1512, Ashok Leyland, Water Canon, Wrecker Van)	Rs 5,000/-	BOQ	Items description attached in BOQ
3	Spare parts for all Motor Cycles (Royal Enfield, TVS Apache/RTS, Hero Glamour, TVS Scooty, H/H CBZ/Splendor, Yamaha, Bajaj, Suzuki Burgman Scooty)	Rs 5,000/-	BOQ	Items description attached in BOQ
4	Maintenance of all type Govt. Vehicles	Rs-10,000/-	BOQ	Items description attached in BOQ
5	Maintenance of all model Motor cycles	Rs-3,000/-	BOQ	Items description attached in BOQ

III. Important Time Schedule-(Date & Time Schedule) For BID Submission:

Sl. No	Particulars	DateandTime
01	Date of uploading of N.I.T documents online(Publishing Date)	29/08/2025 (12.30Hrs)
02	Documents download start date(Online)	29/08/2025 (12.30Hrs)
03	Bid submission start date(Online)	29/08/2025 (12.30Hrs)
04	Documents download end date(Online)	08/09/2025 (18.00Hrs)
05	Bid submission closing date and time (Online)	08/09/2025 (18.00Hrs)
06	Technical Bid opening and Evaluation date	11/09/2025(11.30Hrs)
07	Date of uploading Technically Qualified Bidder	To be communicated in due course
08	Financial bid opening date and time	To be communicated in due course

Supply Schedule on Placement of Requisition, Delivery Point and Earnest Money and other specifications:

Fresh Order	Within maximum Twenty Four Hours (24Hrs.) of Placement of requisition/supply Order/ Indent, Or as will be specified through indent.
-------------	---

Replacement Order	Positively Within same Day(24Hrs.) of official Intimation/as will be specified by authority
Delivery Point:	Motor Transport Office, Cooch Behar District Police, Police Line, Cooch Behar.

Earnest Money Deposit(EMD) :	Indicated in Table-01 above and as per Extant Government Rules VIDE MemoNumber3975-F(Y) dated 28.07.2016 of Finance Dept. Govt. of West Bengal.
DOCUMENTS REQUIRED TO BE UPLOADED:	Follow PART-C(A& B) of this Bid Documents
Bid opening location: -	Office of the Superintendent of Police, Cooch Behar.
Contact Details for Sample Information during office hours:	MOTOR TRANSPORT OFFICE, POLICE LINE, COOCH BEHAR (W.B.).

IV. Pre-Qualification of Bidders

(A) Credential Requirement:	
I	The prospective bidder should have supply experience of similar nature of items of atleast Rupees) One Lakh (Rs.1.00 lakh) during the period from F.Y. 2024-25 to the date of publication of this e-Tender to any unit of West Bengal Police Directorate / Offices under West Bengal Government / Central Government / Undertakings (Central and State) etc.
II	Intended bidders must not have been blacklisted by any Tender Inviting Authority during five (05) years period prior to this notification. An affidavit duly notarised at Rs.10/- Non-Judicial Stamp to be furnished as per Pro forma in Annexure -I .
III	Average Annual Turnover of at least Rs.3 (THREE) Lakh during last 3 Financial year
IV	The prospective bidder must have operational unit/ service delivery location within the jurisdiction of Cooch Behar District Police.

(B)Other Pre-Qualifications:	
1	The Intended bidder must not have been blacklisted by any Central/State Government/Public Sector undertaking for the tendered item and/or any other item.
2	Suppression of any material facts by the bidder is strictly forbidden. Firms found/detected blacklisted by any Central/State Government/Public Sector undertaking at any stage of procurement process, the contract as a whole is liable to be terminated with immediate effect.
3	Bidder should not be insolvent, in receivership bankrupt or being wound up, their affairs are not being administered by the Court or by a Judicial Officer, their business activities have not been suspended and should not be the subject of legal proceeding of any of the forgoing.
4	Bidder should not have been convicted at any criminal offence related to professional conduct or making false statement or misrepresentation as to their qualification.
6	No additional costs on carrying / transportation/in form of Taxes/local taxes/insurances/any type of levies etc. whatever shall be entertained under any circumstances over and above accepted lowest item rate (L1)discovered through financial bids of technically qualified bidders on supply and replacement if any within stipulated time.
7	The bidder should be recognized and having technical competence, financial resources equipment and the other physical facilities managerial capability, reliability experience, reputation and the personal to perform the works contract.
8	The prospective bidder is desirable to maintain adequate buffer stock and an office and/or servicedeliverycentrewithinthejurisdictionofCoochBeharDistrictPolicefor immediate supply during urgency.
9	The prospective bidder must be willing to engage into an agreement with Cooch Behar District Police authority.

PART-B

GENERALGUIDELINESFORBIDDERS

1. The present tender is in two bids system viz. Technical Evaluation and Financial Evaluation.
2. Both the Technical and Financial bids of the participated bidders will be evaluated by the duly formed Tender Evaluation Committee of the Cooch Behar District Police.
3. Tender as will be submitted by the bidders shall be complete in all respect and in the prescribed manner as per the norms/guidelines of this e-tender.
4. Incomplete bid and/or bids submitted defective in any respect shall be rejected.
5. ***Bidders are to submit their Technical Documents as required under PART-C of these documents, EMD Money and quote their rate separately through BOQ against each tender IDs as per TABLE -01 Under Part-C of this bid documents. Otherwise bid may not be evaluated.***
6. Intended bidders must follow very carefully and categorically all the instructions / guidelines given under PART-C of this detailed bid documents for information about the documents (Statutory and Non- Statutory) that are required to be uploaded and manner of

uploading for successful bid submission.

7. Intended Bidders should try to submit their bid well in advance to overcome any technical glitches that may restrict them to submit bid within stipulated date and time as specified under PART-A of detailed bid documents.
8. Intended bidders are also requested to attend pre-Bid Meeting for their clarification on different issues.
9. The prospective bidders are advised to visit Police office / Police Line of Cooch Behar District Police during any working day for getting ideas regarding ample and desired specification of items put to tender before submission of their item wise bid.
10. Item wise sample will be required to be demonstrated for verification before the Tender Evaluation Committee of Cooch Behar District Police during evaluation of Tender as will be informed in due course. Bidders will be required to arrange for demonstration of items for verification by the Tender Evaluation Committee at their own costs of the participated bidders.
11. Rate for the items put to tender **shall be accepted item wise** through system generated Comparative statement. **Bidders with lowest one rate for an item shall be accepted** subject to **sample verification** through demonstration by the bidders and **item wise Rate comparison with available market price by the competent authority of Cooch Behar District Police**, for the accepted specification / quality.
12. **Item wise quoted rate should be less than ongoing Maximum Retail Price. Rate offered by the participated bidders shall be verified with the available market rate by designated authority of the Cooch Behar District Police. Rate offered more than available market rate shall not be accepted under any circumstances.**
Offering of exorbitant / high rate than market price available may lead to impose prohibition on the part of bidder from participation in future tender of the Cooch Behar District Police.
13. If any or all the item/equipment are not found suitable and / or NOT up to the marks by the members of the tender committee/ tender evaluation 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.
14. Item wise sample will be provided free of costs by the selected bidders and the same will be kept at the custody of Cooch Behar District Police, for quality and specification checking at the time of accepting delivery. Any deviation from the accepted quality / rate / specification during delivery will not be accepted under any means.
15. Delivery of supply on indent shall be accepted subject to verification of quantity, rate and accepted specification. Any supplies found not as per desired sample /quality/ specification, replacement has to be made instantly on reporting. If the selected bidder fails to supply the items/ articles according to the specification and/ or approved samples of the tender, the E.M.D will be forfeited and the selected Firm will be blacklisted.
16. Delivery point of supplies will be as indicated in PART -A of this detailed documents.
17. Intending bidders have to deposit the Earnest Money of **Rs.5,000/-(Rupees Five thousand only) for each bid and Rs.10,000/-(Rupees Ten thousand only) for vehicle repair/maintenance and Rs. 3,000/-(Rupees Three thousand only) for Motor Cycle repair totaling for BOQs** through online mode only, by following Memo Number **3975-F(Y) dated 28.07.2016** of Finance Dept. Govt. of West Bengal. Detailed Guidelines also given under PART-C.
18. EMD money of the bidders shall be released as per norms of the Government.
19. **Firms exempted from Earnest Money Deposit (EMD) as per extant order of the Government of West Bengal shall produce necessary valid documents during Technical Bid.**

- 20. Any claim of GST or any other prevalent taxes and duties, if applicable, should be clearly mentioned against the rate of item. The amount of such taxes and duties, if required should be shown separately in Bill of Quantities (B.O.Q).**
21. In case the customs duty exemption certificate (CDEC) is to be obtained from Ministry of Home Affairs Government. Of India for imported item, the payment of GST, whether to be required or not, should be expressly mentioned. The value of the item should be calculated including and / or including customs duty and it should be mentioned in the bid document, separately. The final rate of the item may be accepted without custom duty subject to submission of CDEC by Cooch Behar District Police at the time of supply of the item.
- 22. Invoices for payment shall be raised by the suppliers/ bidders after successful completion of supply against a particular supply order strictly following the Finance Department (Audit Branch) Government of West Bengal Notification No.4374-F(Y) Dated 13/07/2017.**
23. Any attempt of canvassing on the part of a bidder will render his tender liable to rejection summarily.
24. Rate validity period of the Tender will be for FY 2025-26 from the Date of Agreement.
25. Intended bidders must be agreed to enter into an agreement with the competent authority of Cooch Behar District Police for smooth and uninterrupted supply of items as per requisition over a period of FY 2025-26 from the date of engagement to agreement with Cooch Behar District Police, strictly following the condition of this tender.
26. Bidders whose contracts are accepted will be required to execute at their own cost a duly stamped agreement in the prescribed form within a stipulated period after they are notified about the acceptance of the tender (Annexure -VII).
27. No conditional bid is acceptable.
28. Failure to comply with any of the above conditions, tender will not be considered for evaluation.
- 29. Prospective bidders are requested to follow the web portal <https://wbtenenders.gov.in> regularly for any subsequent corrigendum.**
- 30. Extant provision of Rule 47 of West Bengal Financial Rules shall be applicable in all respect.**
31. On completion of e Tender formalities, letter of Acceptance (LOA) will be issued in favour of the selected bidder.
32. The selected bidder will be bound to supply of the tendered item as per accepted rate against the supply order placed within the validity of the e-tender. The bidders are therefore advice to quote their rate keeping in mind with the above stipulation. No deviation of the above shall be entertained.
33. Superintendent of Police , Cooch Behar may accept the tender in respect of all the goods tender for or any of item, or any part of all or any of them, by notifying the bidder .
34. The bidder shall be liable to supply the tender item as per agreement mutually agreed upon against placement of order of supply from time to time by the Superintendent of Police, Cooch Behar within the time specified.
35. Superintendent of Police, Cooch Behar reserve 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 the items as per accepted rate and as per quality/specification positively within specified time schedule.
36. The bidder shall provide at his own expense, all tools, plant, implements, packing, coolie, hired charges and the like as will the necessary for the due performance of the contract. No claim on this account shall be entertained.
37. This contract shall not be sublet either wholly or partly.
- 38. Any breach by the bidder of any of the terms of the contract the Superintendent of Police, Cooch Behar may, in addition to recovery any loss sustains, terminate**

the contract on 7 days notice to the bidder. The decision of the Superintendent of Police, Cooch Behar shall be final.

39. 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.
40. Payment for successful supply will be made after due completion of Purchase process including satisfactory supplies made and receipt of sanction from the Government against in voices raised according to Finance Department (Audit Branch) Notification No.4374-F (Y) Dated 13.07.2017.
41. After completion of process of selection, the selected firm accepted may be asked to furnish proforma invoice for the respective items for initiating procedural formalities for obtaining sanction of government.
42. ***The Superintendent of Police, Cooch Behar reserves the right to invoke and / or cancel the supply/ Firm order, if situation so warrant of the terms and condition are not complied with, without assigning any reason thereto.***
43. If any bidder disregards these instructions, their Tender will be rejected. The department accepts no responsibility for the same.
44. Decision of the Superintendent of Police, Cooch Behar is final and binding in all respect.

PART-C

GUIDELINES FOR ONLINE BIDS SUBMISSION

Instruction/ Guidelines for electronic submission of the tenders are annexed below for assisting the bidders to participate in e-Tendering:

1) Registration of Bidder-

Any bidders willing to take part in the process of e-tendering will have to be enrolled and registered with the Government e-Procurement system through logging on the <https://wbtenders.gov.in>. The bidder is to click on the link for e-Tendering site as given on the web Portal.

2) Digital Signature Certificate(DSC)-

Each bidder is required to obtain a Digital Signature Certificate (DSC), Class III for submission of e-Tender from the approved service of the National Informatics Centre (N.I.C) on payment of requisite amount.

3) Submission of tenders online:-

- Tenders are to be submitted through online to the website <https://wbtenders.gov.in>.
- There are two phases in bid submission **in respect of each Tender ID** as indicated in **TABLE-01 under Part-A**. One is Technical Bid and the other is Financial Bid.
- Both the Financial bids and Technical Bids are to be completed online before the prescribed closing date and time using the Digital Signature Certificate (DSC).
- The documents are to be uploaded virus scanned copy duly digitally signed. The

documents will get encrypted (transformed into non readable format).

A) **Technical Bid:-**

Documents to be uploaded:

→ Documents as specified below are to be uploaded in the following manner for each Tender IDs as mentioned in Table-01 under Part-A.

→ The technical bid should contain scanned copies of the **following Documents in two folders** viz. (1) Statutory Cover and (2) Non-Statutory Cover, for each Tender ID.

1. Statutory cover: (must contain the following documents):-

(i)	Notice Inviting Tender self certified with stamp of the Firm.
(iii)	E.M.D Submission document OR Valid DOCUMENTS AS PER Govt. Of West Bengal Extant Norms in support of claiming E.M.D Relaxation if any.

2. Non statutory Cover: Must contain the following documents (O.I.D):

Sl. No.	Category Name	Sub-Category Description	Details
01	Certificates (s)	Certificates (s)/Return	(i) Certificates(s)/Return-GSTR-3B for last months (ii) GST Registration Certificate (3pages) (iii) PAN/Acknowledgement PAN
02	Company Detail(s)	Company Detail (s)	For Proprietorship Firm-(Trade Licence) OR For Partnership Firm-(Partnership Deed, Trade Licence) OR For Ltd. Company-(Incorporation certificate, Trade Licence) OR For Registered Society-(Society registration Copy, Trade Licence) (i) I.T Return for the last One year (ii) Balance Sheet, Profit/Loss Account for the F.Y.2023-24 or FY : 2024-25
03	Credential	Credential	Govt. Supply
04	Declaration	Declaration	Annexure-I

(3) Earnest Money Deposit (online):

Note: (1) All requisite documents as mentioned above must be uploaded and complete in all respect while participating in the bidding of the tender.

(2) If any bidder is exempted from payment of EMD, document as proof of identity based on which it is being exempted needs to be furnished.

Necessary Earnest Money indicated in TABLE-01 (PART -A) will be deposited by the bidder electronically either through:

(a) Payment By Net Banking (Any Listed Bank) through ICICI Bank Payment Gateway.

- (i) On selection of Net Banking as Payment Mode, the bidder will be directed to **ICICI Bank Payment** Gateway webpage (along with a string Containing UNIQUE ID) where he will select the bank through which he/she wants to the transaction
- (ii) Bidder will make the payment after entering his Unique ID and Password of the bank to process the transaction
- (iii) Bidder will receive a confirmation message regarding success/failure of the transaction
- (iv) If the transaction is successful, the amount paid by the bidder will Automatically get credited into the respective pooling Account of the State Government maintained at the focal point branch of **ICICI Bank** at R.N. Mukherjee Road, Kolkata for collection of EMD
- (v) If the transaction is failure , the bidder will again try payment by going back to the first step,

(a) Alternatively, payment of Online EMD may be made Through RTGS/NEFT.

- (i) On selection of RTGS/NEFT as the payment mode, e procurement portal will show a pre filled challan having the details to process RTGS/NEFT transactions
- (ii) The bidder will print the challan and use the pre filled information to make the RTGS/NEFT transaction using his bank account.
- (iii) Once EMD payment is made, the bidder will come back to the e-Procurement portal (<https://wbtenders.gov.in>) after expiry of reasonable time to enable NEFT/RTGS process to complete , in order to verify then payment made and continue the bidding process.
- (iv) If verification is unsuccessful, the fund will get credited to the respective pooling account of the State Government maintained at the focal point branch of **ICICI Bank** at R.N. Mukherjee Road , Kolkata for collection of EMD.
- (v) Here after, the bidder will go to e-Procurement portal for submission his bid.
- (vi) But if the payment verification is unsuccessful, the amount will be returned to bidders' account.

(c) Bidders eligible for exemption of EMD as per Government of West Bengal extant Orders/ Notifications/ Circulars for the items put to this tender may claim the same and necessary documents regarding the exemption of EMD must be uploaded in the EMD folder of statutory bid document.

B).Financial Bid:

Rates should be quoted in BOQ (Bill of quantity) in the prescribed format online, showing unit basic rate, GST, Taxes if any, Total amount with Taxes etc against each BOQs as indicated in the TABLE -01 Under PART A of this bid documents .

No additional charges over above the accepted rate (item wise) through Financial Bids shall be entertained under any circumstances.

PART-D

(I)OPENING&EVALUATIONOFTENDER:-

- The tender shall comprise of two bid system- 1) Technical Bid & 2) Financial Bid. 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 & Earnest Money) will be treated as cancelled.
- Technically qualified bidders will be notified online. Technical Bids shall be evaluated by technical/tender committee and the financial bid shall be evaluated by the tender committee constituted for the purpose.
- Interested bidders may present during the Technical and Financial bid evaluation at the respective date of opening as specified and as will be informed to the bidders who found eligible to participate in the tender.

(A)Opening of Technical Bid:-

1. A Tender Committee decided by the authority will open the Technical Bid of the tender.
2. In tending renderers may remain present if they so desire.
3. Cover (Folder) for statutory documents will be opened first and if found in order, cover folder for non-statutory document will be opened if there is any deficiency in the statutory documents the tender will summarily be rejected.
4. Decrypted (Transform into readable formats) documents of the non-statutory cover will be downloaded and handed over to the "Tender Evaluation Committee".
5. Summery list of technically qualified bidders will be uploaded online.
6. Pursuant of scrutiny and decision of the "Tender Evaluation Committee". The summery list of eligible bidders and the serial number of works for which their bid will be considered will be uploaded in the web portals.
7. During evaluation the committee may summon of the bidders and seek clarification/information or additional document or original hard copy of any of the documents already submitted and if this are not produced in stipulated time frame, their bids will be liable for rejection.

(B)Opening of Financial Bid:-

1. **The financial bid should contain the following documents in 01 (one) Cover (folder) that is bill of quantities (BOQ).** The bidder is to quote the rate online through computer in the space marked for quoting rate in the BOQ.
2. Only downloaded copies of the above documents are to be uploaded virus scanned and Digitally Signed by the bidder. If any bidder fails to produce the original hard copy 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 hardcopies from the uploaded softcopies, it may be treated as submission of false documents by the bidders and action may be referred to the appropriate authority for prosecution as per relevant act.

(c) Rejection of Bid:-

The Superintendent of Police, Cooch Behar reserves the right to reject any/ or all the tendered rate without assigning any reason and not to place any order even after selection and is *not* liable to pay any cost that might have incurred by any bidder at the stage of bidding and also reserves the right to place order for more or less than the quantity mentioned in the forecast requirement.

(d) Award of Contract:-

The bidder whose bid has been accepted will be notified by the Tender Inviting and accepting Authority through acceptance letter/letter of acceptance. The notification of award will constitute the formation of the contract. The agreement in prescribed format will incorporate all agreement between the tender Accepting Authority and the successful Bidder. All the tender documents including NIT and BOQ will be the part of the contract documents. After receipt of letter of acceptance, the successful bidder shall have to engage into an agreement with the Cooch Behar District Police Authority within time limit to be set in the letter of acceptance.

II. Stages of Blacklisting:

As far as the tender procedure is concerned there are several stages for sanctions and grounds for blacklisting which are usually accepted: -

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 bid in order to influence the outcome of eligibility screening or any other stage of open bidding.
- iii) Withdrawal of a Bid, or refusal to accept and award or enter the contract with the Government with justifiable cause, after he had been adjudged as having submitted the lowest responsive bid.
- iv) 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.
- v) 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 accept a valid reason, not complying with the requirement during bid evaluation.

B) At the stage of contract implication:-on the ground of-

- i) Failure on the part of the firm to supply item 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 obligation without valid cause or failure to comply with any written or full instruction of the procuring entity or its representative (S) pursuant to the

implementation of the contract.

iii) Assignment and subcontracting 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.

Disputes and 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 Superintendent of Police, Cooch Behar 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 works or being unable to act as arbitrator for any reason whatsoever, the Superintendent of Police, Cooch Behar shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the persons appointed shall be entitled to proceed further with the reference from this 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 Cooch Behar District Police. The adjudication of such arbitrator shall be governed by the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof. The arbitration shall be held within the jurisdiction of the **Ld. Chief Judicial Magistrate Cooch Behar.**

It should be noted that the firm/firms will be selected purely as “PROVISIONAL BASIS” and the forecast requirement may increase or decrease by any quantity. This tender is valid for FY 2025-26 from the date of issue of Award of Contract.

III. TERMINATION OF CONTRACT:

Cooch Behar District Police Authority may without prejudice to any other remedy or right of claim for breach of contract, terminate the contract in whole or in part by giving a notice to the contractor : a) If the contractor (Bidder) materially fails to render any or all the services within the time period(s) specified in the contract or any extension thereof granted by Cooch Behar District Police in writing and fails to remedy its failure within a period of thirty (10) days after receipt of the default notice from Cooch Behar District Police) If the contract or in the judgment of Cooch Behar District Police has engaged in corrupt or fraudulent practices in competing or in executing the contract.

IV. FORCE MAJEURECLAUSE:

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.

**Superintendent of Police
Cooch Behar**

ANNEXURE-I

UNDERTAKING REGARDING NOT BLACKLISTING

(An affidavit to be submitted on Rs.10/- Non Judicial Stamp & Duly Notarized)

I/we _____
Contractor/Partner or Sole Proprietor (Strike out the word which is inapplicable) of (Firm of contractor) _____ do hereby declare and solemnly affirm that the individual firm/ companies M/s _____ have not been blacklisted during last 5 years by the Union or State Government and the individual/firm/companies blacklisted by the Union or State Government so or any partner or shareholder thereof are not directly or indirectly connected with or has any subsisting interest in business of my firm.

Dated _____

Deponent _____

Address _____

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

Dated: _____ Deponent _____
