

Invitation to Bid (ITB)

TENDER FOR PURCHASE OF UPS FOR COMPUTERS

Cooperation Directorate, Government of West Bengal

Bid Number and Title: 03/2013 dated 08.11.2013

TENDER FOR PURCHASE OF UPS FOR COMPUTERS

Sealed tender for the purchase of Computer UPS is hereby invited from the vendors on the prescribed form available with the tender documents to be downloaded from the website of the Cooperation Department: www.coopwb.org.

The tender document containing “Technical bid” and “Financial bid”, complete in all respect should reach the Cooperation Directorate (Headquarter), **West Bengal on or before 05.12.2013 upto 2.30 PM** which will be opened on the same day in the presence of the tenderers or their representatives who may like to be present at that time.

In case the tender is not opened on the stated date due to unforeseen circumstances, the tender will be opened on the next working date.

The Tender which is conditional/ incomplete/ belated/ without earnest money, will not be entertained.

The Bidders, shall be solely responsible for downloading the tender document and checking the above website for any addendum/amendment to the Bid Document issued subsequently, and take into consideration the same while preparing and submitting the bids.

**Registrar of Cooperative Societies,
West Bengal**

Section I. Instructions to Bidders

A. General

1. Scope of Bid

Purchase of 50 off line single user UPS for Computers installed at the Cooperation Directorate (Headquarter), West Bengal.

2. Fraud and Corruption

It is Cooperation Directorate (Headquarter), herein after referred to as Cooperation Directorate (Headquarter), policy to require that Bidders, suppliers, and contractors and their subcontractors under Cooperation Directorate (Headquarter) contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, Cooperation Directorate (Headquarter):

(a) Defines, for the purposes of this provision, the terms set forth below as follows:

- Bribery is the act of unduly offering, giving, receiving or soliciting anything of value to influence the process of procuring goods or services, or executing contracts;
- Extortion or coercion is the act of attempting to influence the process of procuring goods or services, or executing contracts by means of threat of injury to person, property or reputation;
- Fraud is the misrepresentation of information or facts for the purpose of influencing the process of procuring goods or services, or executing the contracts, to the detriment of Cooperation Directorate (Headquarter) or other participants;
- Collusion is the agreement between Bidders designed to result in bids at artificial prices that are not competitive.

(b) Will reject a proposal to award a contract if it determines that a vendor recommended for award has engaged in corrupt practices in competing for the contract in question;

(c) Will declare a vendor ineligible, to become a registered Vendor for a period of time, if it at any time determines that the vendor has engaged in corrupt practices in competing for or in executing a Cooperation Directorate (Headquarter) contract;

(d) Will cancel or terminate a contract if it determines that a vendor has engaged in corrupt practices in competing for or in executing a Cooperation Directorate (Headquarter) contract;

(e) Will normally require a vendor to allow or any person that Cooperation Directorate (Headquarter) may designate, to inspect or carry out audits of the vendor's accounting records and financial statements in connection with the contract.

3. Minimum Eligibility Criteria / Pre-qualification criteria

The Bidder:

- A. Should be Original Equipment Manufacturers (OEM) / Authorized Dealer (AUD) / Distributor of OEM/Authorized business partner of (OEM)

- B. Bidders quoting as Authorized Distributors/dealers of the manufacturer will be considered provided authorization from the Manufacturer is submitted.
- C. Should be in existence in UPS sales and services business for at least last five (5) years
- E. Should be a profit making company for at least 2 years out of last 3 years as evidenced from the CA Certificate / Balance sheets.

B. Contents of Bidding Documents

4. Bid Document:

The Bidding Documents consist of:

- Section I. Instructions to Bidders
- Section II. General Conditions for Goods (GCG)
- Section III. Schedule of Requirements
- Section III. Bidding Forms
- Section IV. Contract Forms

4.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

4.3 Bidders are cautioned to read the specifications carefully, as there may be special requirements. The technical specifications presented herein are not to be construed as defining a particular manufacturer's product. Bidders are encouraged to advise RCS, WB, if they disagree.

4.4 The specifications are the minimum requirements for the products. Products offered must meet or exceed all requirements herein. The products shall conform in strength, quality and workmanship to the accepted standards of the relevant industry. Modifications or additions to basic standard products of less size or capability to meet these requirements will not be acceptable.

5. Clarification of Bidding Documents

A prospective Bidder requiring any clarification of the Bidding Documents shall contact Cooperation Directorate (Headquarter) in writing at egov.coopwb@gmail.com. Cooperation Directorate (Headquarter) will respond in writing to any request for clarification, provided that such request is received not later than two (2) days prior to the deadline for submission of bids. Cooperation Directorate (Headquarter) shall forward copies of its response at the website www.coopwb.org under link tender including a description of the inquiry but without identifying its source.

6. Amendment of Bidding Documents

6.1 At any time prior to the deadline for submission of bids, Cooperation Directorate (Headquarter) may amend the Bidding Documents by issuing amendment. Any amendment

issued shall be part of the Bidding Documents and shall be communicated to all through web page.

6.2 The Bidders, shall be solely responsible for checking the above website for any addendum/amendment to the Bid Document issued subsequently, and take into consideration the same while preparing and submitting the bids

6.3 To give prospective Bidders reasonable time in which to take an amendment into account in preparing their bids, Cooperation Directorate (Headquarter) may, at its discretion, extend the deadline for the submission of bids. Any extension for submission of Bids will be notified in the Department's website www.coopwb.org.

C. Preparation of Bid

7. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid.

8. Language of Bid

The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and Cooperation Directorate (Headquarter), shall be written in the English language. Supporting documents and printed literature that are part of the Bid should also be in English.

9. Documents Comprising the Bid

The Bid shall comprise the following:

- (a) Bid Submission Form and the applicable Price Schedules, in accordance with Instructions to Bidders Clauses 10, 12, and 13;
- (b) Bid Security in accordance with Instructions to Bidders Clause 18.
- (c) documentary evidence in accordance with Instructions to Bidders Clause 14 establishing the Bidder's eligibility to bid;
- (d) documentary evidence in accordance with Instructions to Bidders Clauses 15 and 27, that the Goods and Related Services conform to the Bidding Documents;
- (f) documentary evidence in accordance with Instructions to Bidders Clause 16 establishing the Bidder's qualifications to perform the contract if its bid is accepted.

10. Bid Submission Form and Price Schedules

The Bidder shall submit the Bid Submission Form and the Price Schedules using the forms furnished.

11. Alternative Bids

Alternative Bids will not be accepted. In the event of a supplier submitting more than one Bid, the following shall apply:

- (a) All Bids marked alternative Bids will be rejected and only the base Bid will be evaluated.
- (b) All Bids will be rejected if no indication is provided as to which Bids are alternative Bids.

12. Bid Prices and Discounts

12.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below:

Unit prices and total prices shall be quoted as specified in Price Schedule included in Section IV, Bidding Forms. Bidders are allowed the option to offer discounts for combined schedules. However, Bidders shall quote for the complete requirement of Goods and Related Services specified under the schedule on a single responsibility basis. Incomplete offers for the quoted schedules will be rejected.

Prices quoted by the Bidder shall not be subject to variation on any account. A Bid submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected.

12.2 If it is desired by the Vendor to ask for Sales Tax/VAT/Service Tax to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Vendor are inclusive of Sales Tax/Service Tax and no liability will be devolved upon Cooperation Directorate (Headquarter),

12.3 On the Bids quoting Service tax extra, the rate and the nature of Service Tax applicable at the time of supply should be shown separately. Service Tax will be paid to the Contractor at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to Service tax and the same is payable as per the terms of the contract

13. Currencies of Bid

The Bidder shall quote in INR only.

14. Documents Establishing the Eligibility of the Bidder

To establish their eligibility in accordance with Instructions to Bidders, Bidders shall: provide all documents as required in the Bid Submission Forms (Section-IV).

15. Documents Establishing the Conformity of the Goods and Related Services

To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section III, Schedule of Requirements.

16. Documents Establishing the Qualifications of the Bidder

The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to Cooperation Directorate (Headquarter)'s satisfaction:

- (a) that a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding

Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods and participate in the Bid. Only, Legally enforceable authorization from the manufacturer in the prescribed Form (see Section IV, Form 5) assuring full guarantee and warranty obligations as per the General Conditions for Goods will be acceptable.

(b) that the Bidder is or will be (if awarded the contract) represented by an Agent in the Kolkata equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in Technical Specifications; and

(c) That the Bidder meets each of the qualification criteria specified in Instructions to Bidders Clause 3, The bidder should also submit:

- Details of experience and past performance of the Bidder on product offered and on those of similar nature within the past 5 (five) years
- Performance. The past performance of the Bidder shall be taken into account for evaluation. The Bidder shall disclose instances of previous past performance that may have resulted in adverse actions taken against the Bidder and the manufacturers whose products are being offered by the Bidder, in the last 5 (Five) years (see Section IV, Bidding Forms, Form 6 & 7). Such adverse actions (including suspension or cancellation of its manufacturing license by regulatory authorities, product recalls etc.) may be treated as unsatisfactory performance history while deciding the award of contract.
- If no instance of previous past performance has resulted into adverse actions this should be clearly indicated in the Bidder's bid.

17. Period of Validity of Bids

Bids shall remain valid for a period of **30 days** i.e. upto **4th January 2014** after the bid submission deadline date prescribed by Cooperation Directorate (Headquarter). A bid valid for a shorter period shall be rejected by Cooperation Directorate (Headquarter) as non responsive.

17.2 In exceptional circumstances, prior to the expiration of the bid validity period, Cooperation Directorate (Headquarter) may request Bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with Instructions to Bidders Clause 18, it shall also be extended for a corresponding period.

18. Bid Security

18.1 A Bid Security as part of the Bidder's bid shall be required. Bid Security of Rs.5000.00 (Five thousand only) in the form of original Bank Guarantee drawn on any branch of Nationalised Bank in favour **Registrar of Cooperative Societies, West Bengal** payable at **Kolkata** to be submitted along with the Bid and shall be payable promptly upon written demand by Cooperation Directorate (Headquarter) in case the conditions listed in Instructions to Bidders Clause 18.4 are invoked; and shall remain valid for a period of **15**

days beyond the validity period of the bids i.e. **19th January, 2014**), as extended, if applicable, in accordance with Instructions to Bidders Clause 17.2;

18.2 Any bid not accompanied by a substantially responsive Bid Security in accordance with Instructions to Bidders Sub-Clause 17.1, shall be rejected by Cooperation Directorate (Headquarter) as non-responsive.

18.3 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to Instructions to Bidders Clause 39.

18.4 The Bid Security may be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form or
- (b) if the successful Bidder fails to:
 - sign the Contract in accordance with Instructions to Bidders Clause 38;
 - furnish a Performance Security in accordance with Instructions to Bidders Clause 39;
 - accept the arithmetical correction in accordance with Instructions to Bidders Clause 28.

19. Format and Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the bid as described in Instructions to Bidders Clause 9 and clearly mark it "ORIGINAL." No copy of the bid is required.

19.2 The original of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

19.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. Submission and Opening of Bids

20. Submission, Sealing and Marking of Bids

20.1 Bidders may always submit their bids by mail or by hand. Bidders *shall not* have the option of submitting their bids electronically.

(a) Bidders submitting bids by mail or by hand, shall enclose the original of the Bid in a sealed envelope, which shall:

- bear the name and address of the Bidder as well as the Bid Reference number;
- be addressed to Registrar of Cooperative Societies, West Bengal; in accordance with Instructions to Bidders Sub-Clause 21.1;
- bear a warning "Not to be opened by registry";
- if the envelope is not sealed and marked as required, Cooperation Directorate (Headquarter) will assume no responsibility for the misplacement or premature opening of the bid.

21. Deadline for Submission of Bids

21.1 Bids must be received by

Cooperation Directorate (Headquarter),

4th floor, New Secretariat Buildings,

Cooperation Directorate,

Kolkata-700001

and not later than **2:30 PM on 4th December, 2013**

21.2 Cooperation Directorate (Headquarter) may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with Instructions to Bidders Clause 6, in which case all rights and obligations of Cooperation Directorate (Headquarter) and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22. Late Bids

Cooperation Directorate (Headquarter) shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by Cooperation Directorate (Headquarter) after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder (or Bidders will be notified if the bid has been submitted electronically).

23. Withdrawal, Substitution, and Modification of Bids

23.1 Prior to the deadline prescribed for submission of bids, a Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice.

23.2 Bids requested to be withdrawn in accordance with Instructions to Bidders Sub-Clause 23.1 shall be returned unopened to the Bidders.

23.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

24. Bid Opening

24.1 Cooperation Directorate (Headquarter) shall conduct the bid opening in public at the following address, date and time.

Cooperation Directorate (Headquarter),

4th floor, New Secretariat Buildings,

Cooperation Directorate,

Kolkata-700001

Date: 4th December, 2013 : 3:30PM

- 24.2 Envelopes shall be opened one at a time, reading out: the name of the Bidder and any other details as Cooperation Directorate (Headquarter) may consider appropriate.
- 24.3 Cooperation Directorate (Headquarter) shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and the documents submitted along with the Bid.

E. Evaluation and Comparison of Bids

25. Confidentiality

- 25.1 Information relating to the examination, evaluation, comparison, and qualification of bids, and recommendation of contract award, shall be disclosed to Bidders or any other persons concerned only after the total process of evaluation and publication of the Contract Award is over.
- 25.2 Any effort by a Bidder to influence Cooperation Directorate (Headquarter) in the examination, evaluation, comparison, and qualification of the bids or contract award decisions may result in the rejection of its Bid.

26. Clarification of Bids

- 26.1 To assist in the examination, evaluation, comparison and qualification of the bids, Cooperation Directorate (Headquarter) may, at its discretion, ask any Bidder for a clarification of its Bid. Cooperation Directorate (Headquarter)'s request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted.

27. Responsiveness of Bids

- 27.1 Cooperation Directorate (Headquarter)'s determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 27.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that include but is not to be limited to the following situations:
- (a) During preliminary examination of bids (verification of formal criteria):
- Lack of proper bid securities in terms of change in the wording (not consistent with the prescribed format), amount, or validity period.
 - Absence of bid form, change in the wording (not consistent with the prescribed format) or lack of signature of key portions of the bid form.
 - The Bidder does not accept important Contract conditions, i.e. related to Performance Security, Warranty, Force Majeure, Applicable Law, Delivery Schedule, Payment Terms, Limitation of Liability, etc.

- (b) During technical evaluation of bids and qualification of Bidders:
- Specifications of the item quoted vary in one or more significant respect(s) from the minimum required Technical Specifications
 - Bidders do not meet the minimum eligibility qualification requirements.
- (c) During financial evaluation of bids:
- The Bidder does not accept the required price correction as per BID conditions.
 - The Bidder offers less quantity than what is required.

27.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by Cooperation Directorate (Headquarter) and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

28. Nonconformities, Errors, and Omissions

28.1 Provided that a Bid is substantially responsive, Cooperation Directorate (Headquarter):

- (a) May waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- (b) May request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to technical specification of the product, or any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- (c) Shall correct arithmetical errors on the following basis:
- If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of Cooperation Directorate (Headquarter) there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

28.2 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be rejected and its Bid Security may be forfeited.

29. Preliminary Examination of Bids

29.1 Cooperation Directorate (Headquarter) shall examine the bids to confirm that all documents and technical documentation requested in Instructions to Bidders Clause 9 have been provided, and to determine the completeness of each document submitted.

30. Examination of Terms and Conditions and Technical Evaluation

30.1 Cooperation Directorate (Headquarter) shall examine the Bid to confirm that it does not contain material deviation or reservation related to the conditions and requirements specified in the GCG, Section II, and in the Schedule of Requirements, Section III.

30.2 If, after the examination of the terms and conditions and the technical evaluation, Cooperation Directorate (Headquarter) determines that the Bid is not substantially responsive in accordance with Instructions to Bidders Clause 27, it shall reject the Bid.

31. Domestic Preference

31.1 Domestic preference shall not be a factor in bid evaluation, but network of service centres in Kolkata, West Bengal and availability of technical manpower and wherewithal in Kolkata, West Bengal to attend to maintenance service requirements and complaints will be a relevant criterion.

32. Evaluation of Bids

32.2 To evaluate a Bid, Cooperation Directorate (Headquarter) shall consider the following: Evaluation will be done for each schedule.

- (a) based on the products fulfilling the minimum basic Technical Specification of items mentioned in Schedule of Requirements.
- (b) Price adjustment for correction of arithmetic errors in accordance with Instructions to Bidders Sub-Clause 28
- (c) Price adjustment due to discounts offered in accordance with Instructions to Bidders Sub-Clause 12;
- (e) The availability in Kolkata, West Bengal of after-sales services for the equipment offered in the bid;

33. Comparison of Bids

Cooperation Directorate (Headquarter) shall compare all substantially responsive bids to determine the lowest priced compliant offer, in accordance with Instructions to Bidders Clause 32.

34. Financial qualification of the Bidder

34.1 Cooperation Directorate (Headquarter) shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

34.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's financial health using only the requirements specified and based on documents submitted by the Bidder, pursuant to Instructions to Bidders.

34.3 When the Bidder is not the manufacturer of the Goods, the Bidder shall be duly authorized by the manufacturer of the Goods and all supporting documents/information as asked below for the Bidder shall be submitted with the Bid.

34.4 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event Cooperation Directorate (Headquarter) shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

35. Even though the Bidders meet the above qualifying criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or record of poor performance such as, not properly completing contracts, inordinate delays in completion, litigation history, financial failures etc.

36. Cooperation Directorate (Headquarter)'s Right to Accept Any Bid, and to Reject Any or All Bids

Cooperation Directorate (Headquarter) reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

E. Award of Contract

37. Award Criteria

In the event of a Contract award, Cooperation Directorate (Headquarter) shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to Instructions to Bidders Clause 39, Cooperation Directorate (Headquarter) will promptly notify and will discharge the Bid Security of each unsuccessful Bidder, pursuant to Instructions to Bidders Clause 18.4.

38. Signing of Contract

Prior to the expiration of the period of bid validity, Cooperation Directorate (Headquarter) shall send the successful Bidder the Contract and the Special Conditions for Goods. Within *3 working* days of receipt of the Contract, the successful Bidder shall sign, date, and return it to Cooperation Directorate (Headquarter).

39. Performance Security

39.1 Within *14* days of receipt of the Contract from Cooperation Directorate (Headquarter), the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCG, using for that purpose the Performance Security Form included in Section V, Contract forms, or another Form acceptable to Cooperation Directorate (Headquarter).

Cooperation Directorate (Headquarter) shall promptly discharge the Bid Securities of the unsuccessful Bidders pursuant to Instructions to Bidders Sub-Clause 18.4

39.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract within the specified time shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event Cooperation Directorate (Headquarter) may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by Cooperation Directorate (Headquarter) to be qualified to perform the Contract satisfactorily.

SECTION-II GENERAL CONDITIONS OF CONTRACT

1. LEGAL STATUS OF THE PARTIES:

The Vendor shall have the legal status of an independent Contractor vis-à-vis Cooperation Directorate (Headquarter), and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities

2. DEFINITIONS:

- 2.1 **GOODS AND SERVICES:** Goods are hereinafter deemed to include, without limitation, such equipment, spare parts, commodities, raw materials, components, intermediate products and products which the Vendor is required to supply pursuant to the Purchase Order or Special
- 2.2 During the Warranty the supplier will be required to guarantee that the equipment will be maintained in good working condition for a minimum period of 351 days out of a period of 365 days. (i.e. 96% uptime). 8 hours non functioning of the equipment will be considered as one day down time. Essential period to shut down the installation entirely or partially shall also be included in the down time while calculating the 96% guaranteed uptime. This guaranteed uptime shall be calculated for each block of 365 days. The Response time to any fault should be not more than that specified in the Schedule of Requirements. In case the equipment cannot be made functional within the set time, the vendor has to make arrangement for an alternative. Maximum time allowable for correcting the fault would be 5 continuous days.
- 2.3 In case equipment is not useable beyond the stipulated maximum down time the supplier will be required to arrange for an immediate replacement of the same till such time it is so required.
- 2.4 Failure to arrange for the immediate repair / replacement of equipments in accordance with clause 2.2 above, will make the Supplier liable for a penalty at the rate of 0.075% of the price per non-functional unit per day beyond the stipulated downtime period. The amount of penalty will be recovered from the performance security bank guarantee during Warranty Period.
- 2.5 The supplier shall visit the consignee site as recommended in the manufacturer's technical/ service operational manual, at least once on quarterly basis.

3. CONTRACT PRICE:

Prices charged by the Vendor for the Goods supplied and the related services performed under the Contract shall not vary from the prices quoted by the Vendor in its bid, with the exception of any price adjustment authorized in writing by Cooperation Directorate (Headquarter).

4. PACKAGING OF THE GOODS:

The Vendor shall package the Goods for delivery with the best materials that are adequate to safeguard the Goods while in transit specially keeping the weather condition in mind, and with all due care and according to the highest standards of packaging for the type and quantities of the Goods.

5. TRANSPORTATION AND FREIGHT:

The Vendor shall be solely liable for making all transport arrangements and for payment of freight and insurance costs for the shipment and delivery of the Goods in accordance with the requirements of the Contract. The Vendor shall ensure that Cooperation Directorate (Headquarter) receives all necessary transport documents and goods in a timely manner so as to enable Cooperation Directorate (Headquarter) to take delivery of the Goods in accordance with the requirements of the Contract at the Cooperation Directorate (Headquarter), West Bengal

6. DELIVERY OF GOODS:

The Vendor shall hand over or make available the Goods, and Cooperation Directorate (Headquarter) shall receive the Goods, at the place for the delivery of the Goods and within the time for delivery of the Goods specified in the Contract. All manuals, instructions, displays and any other information relevant to the Goods shall be in the English language.

The entire risk of loss, theft, damage to, or destruction of the Goods shall be borne exclusively by the Vendor until physical delivery of the Goods to Cooperation Directorate (Headquarter) in accordance with the terms of the Contract.

Delivery of the Goods shall not be deemed in itself as constituting acceptance of the Goods by Cooperation Directorate (Headquarter).

7. INSPECTION OF THE GOODS:

7.1 All goods shall be subject to inspection and testing by Cooperation Directorate (Headquarter) or its designated representatives, to the extent practicable, prior to final acceptance by Cooperation Directorate (Headquarter).

7.2 Neither the carrying out of any inspections of the Goods nor any failure to undertake any such inspections shall relieve the Vendor of any of its warranties or the performance of any obligations under the Contract.

8. ACCEPTANCE OF GOODS:

Under no circumstances shall Cooperation Directorate (Headquarter) be required to accept any Goods that do not conform to the specifications of or requirements of the Contract. Cooperation Directorate (Headquarter) may condition acceptance of the Goods upon the successful completion of installation and acceptance tests. In no case shall Cooperation Directorate (Headquarter) be obligated to accept any Goods unless and until Cooperation Directorate (Headquarter) has had a reasonable opportunity to inspect the Goods following delivery of the Goods.

9. REJECTION OF GOODS:

9.1 Notwithstanding any other rights of, or remedies available to, Cooperation Directorate (Headquarter), in case any of the Goods are defective or otherwise do not conform to the specifications or other requirements of the Bid, Cooperation Directorate (Headquarter) may, at its sole option, reject or refuse to accept the Goods, and the Vendor agrees promptly to:

9.1.1 Provide a full refund upon return of the Goods, or a partial refund upon a return of a portion of the Goods, by Cooperation Directorate (Headquarter).

9.1.2 Replace the Goods with Goods of equal or better quality; and

9.1.3 Pay all costs relating to the repair or return of the Goods as well as the costs relating to the delivery of any replacement Goods to Cooperation Directorate (Headquarter).

9.2 In the event that Cooperation Directorate (Headquarter) elects to return any of the Goods, Cooperation Directorate (Headquarter) may procure the Goods from another source, and in addition to any other right of, or remedies available to, Cooperation Directorate (Headquarter) under the Contract, the Vendor shall be liable for any additional cost beyond the balance of the Contract price resulting there from, including, *inter alia*, the costs of engaging in such procurement, and

9.3 Cooperation Directorate (Headquarter) shall be entitled to compensation from the Vendor for any reasonable expenses incurred for preserving and storing the Goods for the Vendor's account.

10. PERFORMANCE SECURITY:

10.1 The Vendor shall within fifteen (15) days of the notification of contract award, provide performance security for the performance of the Contract to the extent of 7.5% of the Contract Value valid up to no less than 60 days after the date of completion of all contractual obligations, including warranty obligations.

10.2 The Performance Security shall be unconditional and irrevocable and in the form of an unconditional Bank Guarantee drawn on any branch of Nationalized bank.

10.3 The proceeds of the performance security shall be payable to Cooperation Directorate (Headquarter) as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract. The performance security shall be

returned by Cooperation Directorate (Headquarter) to the Vendor not later than thirty (30) days following the date of Completion of the Vendor's performance obligations under the Contract, including any warranty obligations.

11. WARRANTIES:

11.1 Goods Warranties:

Without limitation of any other warranties stated in or arising under the Contract, the Vendor warrants and represents that:

- 11.1.1 The Goods, including all packaging and packing thereof, conform to the specifications of Contract, are fit for the purposes for which such Goods are ordinarily used and for the purpose expressly made known in writing by Cooperation Directorate (Headquarter) to the Vendor.
- 11.1.2 If the Vendor is not the original manufacturer of the Goods, the Vendor shall provide Cooperation Directorate (Headquarter) with the benefit of all manufacturers' warranties in addition to any other warranty required to be provided hereunder;
- 11.1.3 The Goods are of the quality, quantity and description required by the Contract;
- 11.1.4 The Goods are free from any right of claim by any third-party and unencumbered by any title or other rights, including any liens or security interests and claims of infringement of any intellectual property rights
- 11.1.5 The Goods are new and unused.

The Vendor shall remain responsive to the needs of Cooperation Directorate (Headquarter) for any services that may be required in connection with any of the Vendor's warranties under the Contract. All warranties will remain fully valid following any delivery of the Goods and for a period of not less than one (1) year or as accepted in the Bid following acceptance of the Goods by Cooperation Directorate (Headquarter) in accordance with the Contract. During any period in which the Vendor's warranties are effective, upon notice by Cooperation Directorate (Headquarter), if it is observed, that the Goods do not conform to the requirements of the Contract, the Vendor shall promptly and at its own expense correct such nonconformities or, in case of its inability to do so, replace the defective Goods with Goods of the same or better quality or fully reimburse Cooperation Directorate (Headquarter) for the purchase price paid for the defective Goods; and If having been notified by any means, the Vendor fails to remedy the defect within a reasonable period of time, Cooperation Directorate (Headquarter) may proceed to take such remedial action as may be necessary, at the Vendor's risk and expense and without prejudice to any other rights which Cooperation Directorate (Headquarter) may have against the Vendor under the Contract. The reasonableness of the period of time granted for remedy is subject to the discretion of Cooperation Directorate (Headquarter) according to the circumstances of the Contract.

12. LIQUIDATED DAMAGES:

Except under the circumstances of *force majeure* as described under Article 19, if the Vendor fails to deliver and install any or all of the Goods by the date(s) of delivery and installation or perform the services tied to the delivery of Goods within the period specified in the Contract, Cooperation Directorate (Headquarter) may, without prejudice to any or all its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to the percentage of 0.3% of the original total Contract price for each day of delay until actual delivery or performance, up to a maximum deduction of 10%. Once the maximum is reached, Cooperation Directorate (Headquarter) may terminate the Contract pursuant to Article 15.

13. CHANGES:

Cooperation Directorate (Headquarter) may at any time by written instruction vary the general scope of this Contract by twenty percent (20 %) above or below the original Contract price. If any such change causes an increase or decrease in the price of or the time required for performance pursuant to this Contract, an equitable adjustment shall be made in the Contract price, or delivery schedule, or both and the Contract shall be either amended or terminated and reissued accordingly. Any claim by the Vendor for adjustment under this paragraph must be asserted within thirty (30) days from the date of receipt by the Vendor of the notification of change; providing, however, that Cooperation Directorate (Headquarter) may, at its sole discretion, receive and act upon any such claim asserted at any time prior to final payment under this Contract. Failure to agree to any adjustments shall be a controversy within the meaning of Article 26. However, nothing in this Article shall excuse the Vendor from proceeding with the Contract as changed. No modification of or change in the terms of this Contract shall be valid or enforceable against Cooperation Directorate (Headquarter) unless it is in writing and signed by a duly authorized official of Cooperation Directorate (Headquarter).

14. TERMINATION FOR CONVENIENCE:

- 14.1 Cooperation Directorate (Headquarter) may, upon notice to the Vendor, terminate this Contract, in whole or in part, at any time for its convenience. The notice of termination shall state that termination is for Cooperation Directorate (Headquarter)'s convenience, the extent to which performance of the Vendor under the Contract is terminated and the date upon which such termination becomes effective.
- 14.2 Upon receipt of notice of termination, the Vendor shall take immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, shall reduce expenses to a minimum and shall not undertake any forward commitment from the date of receipt of notice of termination.
- 14.3 In the event of Termination for Convenience, no payment shall be due from Cooperation Directorate (Headquarter) to the

Vendor except for Goods satisfactorily delivered prior to termination and for the cost of such necessary work as Cooperation Directorate (Headquarter) may request the Vendor to complete.

15. TERMINATION FOR DEFAULT:

15.1 Cooperation Directorate (Headquarter), without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Vendor, may terminate the Contract, in whole or in part if:

15.1.1 the Vendor fails to deliver any or all of the Goods within the period specified in the Contract:

15.1.2 the Vendor fails to perform any other obligation under the Contract;

15.1.3 the Vendor, in the judgment of Cooperation Directorate (Headquarter), has engaged in fraud and corruption, as described in clauses 21.2 and 21.3, in competing for or in executing the present Contract:

15.1.4 the Vendor attempts to offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee or other agent.

15.1.5 the Vendor is adjudged bankrupt, or is liquidated, or becomes insolvent, applies for moratorium or stay on any payment or repayment obligations, or applies to be declared insolvent;

15.1.6 the Vendor is granted a moratorium or a stay or is declared insolvent;

15.1.7 the Vendor makes an assignment for the benefit of one or more of its creditors;

15.1.8 a receiver is appointed on account of the insolvency of the Vendor;

15.1.9 the Vendor offers a settlement in lieu of bankruptcy or receivership;

15.1.10 Cooperation Directorate (Headquarter) reasonably determines that the Vendor has become subject to a materially adverse change in its financial condition that threatens to endanger or otherwise substantially affect the ability of the Vendor to perform any of its obligations under the Contract: or

15.1.11 the Vendor assigns the Contract without Cooperation Directorate (Headquarter)'s consent:

15.2 The Vendor shall be bound to compensate Cooperation Directorate (Headquarter) for all damages and costs, including, but not limited to, all costs incurred by Cooperation Directorate (Headquarter) in any legal or non legal proceedings, as a result of any of the events specified in Article 15.1 above, and resulting from or relating to a termination of the Contract, even if the Vendor is adjudged insolvent. The Vendor shall immediately inform Cooperation Directorate (Headquarter) of the occurrence of any of the events specified in Article 15.1 above, and shall provide Cooperation Directorate (Headquarter) with any information pertinent thereto.

The provisions of this Article are without prejudice to any other rights or remedies of Cooperation Directorate (Headquarter) under the Contract, including any right to terminate the Contract.

15.3 Upon the occurrence of one of the events included in Article 15.1.3 to Article 15.1.11, Cooperation Directorate (Headquarter) shall be entitled to terminate the Contract immediately.

16. REMEDIES FOR DEFAULT:

In case of failure by the Vendor to perform according to this Contract, after giving the Vendor written notice to perform, and without prejudice to any other rights or remedies available to Cooperation Directorate (Headquarter); Cooperation Directorate (Headquarter) may exercise one or several of the remedies listed in Article 9.

17. CONSEQUENCES OF TERMINATION:

17.1 In the event of any termination of the Contract, upon receipt of notice of termination by Cooperation Directorate (Headquarter), the Vendor shall, except as may be directed by Cooperation Directorate (Headquarter) in the notice of termination or otherwise in writing:

17.1.1 Take immediate steps to bring to a close in a prompt and orderly manner the performance of any obligations under the Contract, including, but not limited to, fulfilling any outstanding orders for Goods under the Contract, and in doing so, reduce expenses to a minimum;

17.1.2 Place no further orders for Goods or other materials, except as Cooperation Directorate (Headquarter) and the Vendor agree in writing are necessary to fulfill any outstanding order or to complete any portion of the Contract that has not been terminated;

17.1.3 Transfer title and deliver to Cooperation Directorate (Headquarter) any Goods remaining to be delivered as stipulated in the notice of termination; and

17.1.4 Take any other action that may be necessary or that Cooperation Directorate (Headquarter) may direct in writing, for the protection and preservation of any property, whether tangible or intangible, related to the Contract that is in the possession of the Vendor and in which Cooperation Directorate (Headquarter) has or may be reasonably expected to acquire an interest.

17.2 In the event of any termination of the Contract, Cooperation Directorate (Headquarter) shall not be liable to pay the Vendor except for those Goods delivered to Cooperation Directorate (Headquarter) in accordance with the requirements of the Contract, but only if such Goods were ordered, requested or otherwise provided prior to the Vendor's receipt of notice of termination from Cooperation Directorate (Headquarter).

18. CONFIDENTIALITY:

18.1 Cooperation Directorate (Headquarter) and the Vendor, its agents, employees, and subcontractors shall keep confidential and shall not, without the written consent of the other Party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other Party hereto in connection with the Contract,

whether such information has been furnished prior to, during or following completion or termination of the Contract.

18.2 Cooperation Directorate (Headquarter) shall not use such documents, data and other information received from the Vendor for any purposes unrelated to the Contract. Similarly, the Vendor shall not use such documents, data and other information received from Cooperation Directorate (Headquarter) for any purpose other than the performance of the Contract.

18.3 The obligation of a Party under the two foregoing paragraphs shall not apply to information that:

18.3.1 Now or hereafter enters the public domain through no fault of that Party;

18.3.2 Can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party; or

18.3.3 Otherwise lawfully becomes available to that Party from a third party that has no obligation of confidentiality.

18.4 The provisions of this Article 18 shall survive completion or termination, for whatever reason, of this Contract.

19. FORCE MAJEURE:

19.1 *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Vendor.

19.2 In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the Vendor shall give notice and full particulars in writing to Cooperation Directorate (Headquarter), of such occurrence or cause if the Vendor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The Vendor shall also notify Cooperation Directorate (Headquarter) of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the Vendor shall also submit a statement to Cooperation Directorate (Headquarter) of estimated duration within which the situation would be considered favourable. On receipt of the notice or notices required hereunder, Cooperation Directorate (Headquarter) shall take such action as it considers, in its sole discretion, to be appropriate or necessary in the circumstances, including the granting to the Vendor of a reasonable extension of time in which to perform any obligations under the Contract.

19.3 If an event of *force majeure* exists and the Vendor fails, within seven (7) days of such event to give notice in writing to Cooperation Directorate (Headquarter) pursuant to Article 19.2, and if the Vendor is rendered permanently unable, wholly, or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, Cooperation Directorate (Headquarter) shall have the right to suspend or

terminate the Contract on the same terms and conditions as are provided for in Article 14, except that the period of notice shall be seven (7) days. In any case, Cooperation Directorate (Headquarter) shall be entitled to consider the Vendor permanently unable to perform its obligations under the Contract in the case of the Vendor's suffering any period of suspension in excess of ninety (90) days.

20. SOURCE OF INSTRUCTIONS:

The Vendor shall neither seek nor accept instructions from any authority external to Cooperation Directorate (Headquarter) in connection with the performance of its obligations under the Contract. Should any authority external to Cooperation Directorate (Headquarter) seek to impose any instructions on the Vendor regarding the Vendor's performance under the Contract, the Vendor shall promptly notify Cooperation Directorate (Headquarter) and shall provide all reasonable assistance required by Cooperation Directorate (Headquarter). The Vendor shall not take any action in respect of its performance of the Contract or otherwise related to its obligations under the Contract that may adversely affect the interests of Cooperation Directorate (Headquarter), and the Vendor shall perform its obligations under the Contract with the fullest regard to the interests of Cooperation Directorate (Headquarter).

21. BENEFITS, CORRUPTION AND FRAUD:

- 21.1 The Vendor warrants that it has not and shall not offer any direct or indirect benefit arising from or related to the performance of the Contract or the award thereof to any representative, official, employee, or other agent of Cooperation Directorate (Headquarter). The Vendor acknowledges and agrees that any breach of this provision is a breach of an essential term of the Contract as specified in Article 15.1.4.
- 21.2 Corruption means the offering, giving, receiving or soliciting of, directly or indirectly, anything of value to influence the action of any Cooperation Directorate (Headquarter) representative, official, employee or other agent of Cooperation Directorate (Headquarter) in the selection process or in the execution of the Contract.
- 21.3 Fraud means a misrepresentation or omission of fact or facts in order to influence the selection process or the execution of the Contract.

22. ASSIGNMENT:

- 22.1 The Vendor shall not, except after obtaining the prior written approval of Cooperation Directorate (Headquarter), assign, transfer, pledge or make any other disposition of this Contract or any part hereof or of any of the Vendor's rights or obligations hereunder, except with the prior written authorization of Cooperation Directorate (Headquarter). The Vendor may assign or otherwise transfer the Contract to the surviving entity resulting from a reorganization of the Party's operations provided that:
 - 22.1.1 Such reorganization is not the result of any bankruptcy, receivership or other similar proceedings; and

- 22.1.2 Such reorganization arises from a sale, merger, or acquisition of all or substantially all of the Vendor's assets or ownership interests; and
- 22.1.3 The Vendor promptly notifies Cooperation Directorate (Headquarter) of such assignment or transfer at the earliest opportunity; and
- 22.1.4 The assignee or transferee agrees in writing to be bound by all of the terms and conditions of the Contract and such writing is promptly provided to Cooperation Directorate (Headquarter) following the assignment or transfer.
- 22.2 However, should the Vendor become insolvent or should control of the Vendor change by the virtue of insolvency, Cooperation Directorate (Headquarter) may, without prejudice to any other right or remedy, terminate this Contract in accordance with Article 15.

23. NON-WAIVER OF RIGHTS:

The failure by Cooperation Directorate (Headquarter) to exercise any rights available to it, whether under the Contract or otherwise, shall not be deemed for any purposes to constitute a waiver by Cooperation Directorate (Headquarter) of any such right or any remedy associated therewith, and shall not relieve the Vendor of any of its obligations under the Contract.

24. NON-EXCLUSIVITY:

Unless otherwise specified in the Contract, Cooperation Directorate (Headquarter) shall have no obligation to purchase any minimum quantities of Goods from the Vendor, and Cooperation Directorate (Headquarter) shall have no limitation on its right to obtain Goods of the same kind, quality and quantity, or to obtain any services of the kind described in the Contract, from any other source at any time.

25. TAXES:

Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the Vendor. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Cooperation Directorate (Headquarter) by the Vendor. All such adjustments shall include all reliefs, exemptions, Rebates, Concession etc. if any obtained by the Vendor.

26. SETTLEMENT OF DISPUTES

If and dispute arise between the Cooperation Directorate (Headquarter) and the Vendor from misconstruing the meaning and operation of the Contract and the breach that may result it would be the endeavour of both the parties to settle the dispute AMICABLY.

In case of Dispute or difference arising between the Cooperation Directorate (Headquarter) and a Vendor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion

between the Cooperation Directorate (Headquarter) and the Vendor OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.

The Vendor shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by the Cooperation Directorate (Headquarter) or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator or the umpire, as the case may be, is obtained.

Arbitration proceedings shall be held at Kolkata, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English;

Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Kolkata, India only.

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax and confirmed in writing to the other party's specified address. The same has to be acknowledged by the receiver in writing.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

27. TERMS OF PAYMENT

Payment for Goods and Services supplied shall be made in Indian Rupee on Delivery and on satisfactory installation, training & commissioning of goods after bill is raised along with the Consignee Receipt Certificate, Certificate of Satisfactory Installation ; Commissioning of the Goods and completion of training of the concerned personnel on operation and maintenance the equipment, and upon submission of invoice in duplicate.

28. THE PURCHASER'S ADDRESSES for the purposes is:

**Cooperation Directorate (Headquarter),
4th floor, New Secretariat Buildings,
Cooperation Directorate,
Kolkata-700001**

For purpose of this document, the term 'Registrar of Cooperative Societies, West Bengal' or 'COOPERATION DIRECTORATE (HEADQUARTER)' indicates the Registrar of Cooperative Societies, West Bengal or any officer or group of officers under his direction and control who has been assigned with the job of procurement and maintenance of equipment purchased herein under.

SECTION-III

SCHEDULE OF REQUIREMENTS

SPECIFICATION

Off line UPS for Computers –50 in number

OUTPUT

Output panes voltage	-	230 V
Output panes capacity	-	Minimum 600 VA
Waveform	-	Quasi Sinewave
Output connection	-	3 India 3 pin 6A (Surge protection)

INPUT

Nominal Input Voltage	-	230 V
Input Frequency	-	50Hz ± 5
Input connection	-	3 India 3 pin 6A (Surge protection)
Cord Length	-	1.5 m

Battery's Runtime

Battery Type	-	Maintenance Free sealed Lead Acid Battery
Recharge Time	-	Not more than 10 hours.
Alarm	-	Low Battery Alarm, Main Fail

Environmental

Optimum Temperature	-	5 ⁰ to 50 ⁰ C
Thermal Heat Dissipation	-	Negligible on continuous running for hours

Warranty

Minimum 1 year Repair or replace

Terms and Conditions

1. The technical documentation involving detailed instruction for operation and maintenance, users' manual etc., is to be delivered with every unit of the equipment supplied. The language of the documentation should be English.
2. The Models offered should strictly conform to the specifications given in the product literature and to internationally accepted quality standards and should carry the certification of the applicable product quality.
3. All equipments on offer should be new and unused.
4. The goods should be free from proprietary rights, Intellectual Property rights and other encumbrances.

5. When the configuration/ feature required is not available in a particular model, the next available higher configuration model shall be offered.
6. In addition to the above, if any additional/ enhanced configuration is suggested in view of technological changes, it may be furnished as optional feature with/without cost duly explaining the additional utility of the offered model in both the technical offer document as well as Commercial Offer document. However, the basic quote should be confined only to the configuration/ model offered for.
7. Company should have local service facility. The service provider should have the necessary equipments recommended by the manufacturer to carry out preventive maintenance test as per guidelines provided in the service/maintenance manual.
8. After sales service centre should be available at/near to the city of Consignee on 24 (hrs) X 7(days) X 365 (days) basis. Complaints should be attended properly maximum within 5 hrs including the travel time.
9. During the Warranty the supplier will be required to guarantee that the equipment will be maintained in good working condition for a minimum period of 351 days out of a period of 365 days. (i.e. 96% uptime). 8 working hours non functioning of the equipment after registering of complaint will be considered as one day down time. Essential period to shut down the installation entirely or partially shall also be included in the down time while calculating the 96% guaranteed uptime. This guaranteed uptime shall be calculated for each block of 365 days.
10. The Response time to any fault should be not more than 48 working hours. In case the equipment cannot be made functional within the set time, the vendor has to make arrangement for an alternative. Maximum time allowable for correcting the fault would be 5 continuous days.

Consignee address:

**Cooperation Directorate (Headquarter),
4th floor, New Secretariat Buildings,
Cooperation Directorate,
Kolkata-700001**

Delivery & Completion Schedule:

- i. **Delivery to Consignee should be completed within 15 days from the date of issue of the Purchase Order/Contract**
- ii. **Installation, training & commissioning:**
Installation, Training , if necessary, and Commissioning at user desk within 20 days from from the date of issue of the Purchase Order/Contract inclusive of Saturdays, Sundays and other Holidays.

Terms of Delivery

- a) **The responsibility of arranging all required documents, as applicable, including Road Permits etc. is of the Supplier.**

- b) The Consignee Receipt Certificate (CRC) will be issued to the Supplier within 8 hours of the delivery at the Consignee address.**
- c) Liquidated Damages (LD) will be calculated separately on: (1) delay in the delivery of the Goods to the consignees; and (2) delay in installation, training & commissioning, attributable to the supplier, and not for reasons not attributable to the Supplier.**

Section IV. Bidding Forms

Table of Forms

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1. Bid / No Bid Confirmation Form

[Complete this page and return it prior to bid opening if you do not intend to bid]

Date:

To: **Registrar of Cooperative Societies,
4th floor, New Secretariat Buildings,
Cooperation Directorate,
Kolkata-700001**

From:

email: egov.coopwb@gmail.com

Subject: ITB, no.:

YES, we intend to submit an offer.

NO, we are unable to submit a bid in response to the above mentioned invitation to bid due to the reason(s) listed below:

- ☐ We are unable to submit a competitive offer for the requested products at the moment
- ☐ The requested products are not available at the moment
- ☐ We cannot meet the requested specifications
- ☐ The information provided for quotation purposes is insufficient
- ☐ Your ITB is too complicated
- ☐ Insufficient time is allowed to prepare a quotation
- ☐ We cannot meet the delivery requirements
- ☐ We cannot adhere to your terms and conditions (please specify: payment terms, request for performance security, etc)
- ☐ Our production capacity is currently full
- ☐ We are closed during the holiday season
- ☐ We had to give priority to other clients' requests
- ☐ We do not sell directly but through distributors
- ☐ We have no after-sales service available
- ☐ Others (please specify)

If RCS, WB has questions to the bidder concerning this NO BID, RCS, WB should contact Mr./Ms. _____, phone/email _____, who will be able to assist.

2. Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions accepted.]

Date: *[insert date (as day, month and year) of Bid]* ITB No.: *[insert number of bidd*

Page _____ of _____

1.

A. Contact Details:

1. Web Site URL (If applicable)
2. Parent Company name (If applicable)
3. Address

4. Alternate Contact Person

Phone

Name : Fax

Company Name :

5. Contact Person

Phone

Name :

Fax

Email Address

B. Banking Information:

Beneficiary Name of Account

(Name as it appears on account)

Bank Name

Branch Name

City State

Postal Code (Zip)

Country

Phone

Account Type

Account No.

IFSC Code of bank

2. Expertise of Organization:

OEM AUD Others, pl specify

If, AUD or Others, specify the Name and address of OEM (Certificate showing that the Company is AUD/OEM for at least last 5 Years)

3. Company Details [Registration certificate to be enclosed]

- Type of Company [Govt. /PSU /Pub. Ltd /Pvt.ltd /Partnership /Proprietary.]
- Registration No., and date of registration:
- Year of Incorporation / Establishment :
- Sales Tax Number [copy to be enclosed]:
- Income Tax Number [copy to be enclosed]:
- Years of company experience
- Areas of expertise of organization
- Current Licenses if any, and Permits (with dates, numbers and expiration dates)

4. Financials [fill in the details and attach proof of the same]

Turnover [in lakh]

2012-2013 :.....

2011-2012 :.....

2010-2011 :.....

Profit before tax [in lakh]

2012-2013 :.....

2011-2012 :.....

2010-2011 :.....

5. Quality Assurance Certification:

- Quality Certified By-
- List of other ISO certificates or equivalent certificates

6. Expertise of Staff:

- Total number of staff available for providing after sales services(*with name & contact no.*)
- Number of staff involved in similar supply contracts

7. Client Reference List:

Please provide references such as client details, commercial bank details, etc.

Name of company:	Contact person:	Telephone:	E-mail:
1.			
2.			
3.			

8. Contact details of persons that RCS, WB may contact for requests for clarification during bid evaluation:

- Name/Surname:
- Tel Number (direct):
- Email address (direct):

3. Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

**To: Registrar of Cooperative Societies,
4th floor, New Secretariat Buildings,
Cooperation Directorate,
Kolkata-700001**

Date:

ITB No.:

We, the undersigned, declare that:

(a) We have examined and have no reservations to the Bidding Documents, including Amendment No.: _____ *[insert the number and issuing date of each Amendment];*

(b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*

(c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the amount];*

(d) The discounts offered and the methodology for their application are:

Discounts. If our bid is accepted, the following discounts shall apply. _____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts. The discounts shall be applied using the following method: _____ *[Specify in detail the method that shall be used to apply the discounts];*

(e) Our bid shall be valid for the period of time specified in Instructions to Bidders Clause 17, from the date fixed for the bid submission deadline in accordance with Instructions to Bidders Sub-Clause 21.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(f) If our bid is accepted, we commit to obtain a performance security in accordance with Instructions to Bidders Clause 39 and GCC Clause 10 for the due performance of the Contract;

(g) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by Government of West Bengal.

2. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: _____ *[insert signature of person whose name and capacity are shown]*

In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

4. Price Schedule Form

*[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Price Schedules** shall coincide with the List of Goods and Related Services specified by Cooperation Directorate, (Headquarters) in the Schedule of Requirements.]*

BIDDER'S TOTAL PRICES (Price & Currency to be entered by Bidder):

TOTAL FIRM DDP PRICE:

BIDDER'S PRICES FOR GOODS

DESCRIPTION of Goods	Quantity	UNIT PRICE DDU Final Destination	Discount if any	Duties and taxes	Total Price Final place of destination

***Duties & Taxes Indicate the Duties Charged and the Rate along with Registration No.**

Signed: _____ *[insert signature of person whose name and capacity are shown]*

In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

5. Manufacturer's Authorization Form

[Manufacturer's Authorization is not required if the Bidder is Manufacturer. The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid.]

Date:

Bid No.:

**To: Registrar of Cooperative Societies,
4th floor, New Secretariat Buildings,
Cooperation Directorate,
Kolkata-700001**

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 13 of the General Conditions for Goods, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

6. Performance Statement Form

(for the period of last five years)

Bid no: _____

Date of Opening: _____

Name of the Firm _____

Order placed by (Full address of purchaser)	Order no & date	Description & quantity of ordered items	Value of Order	Date of completion of Delivery		Remarks indicating reasons of late delivery, if any	Was the supplies of goods satisfactory
				As per Contract	Actual		

Signature and seal of the Bidder

Countersigned by and seal of Chartered Accountant -----

To be attached: Documentary evidence (Client's certificate) in support of satisfactory completion of above orders.

7. No Adverse Action Confirmation Form

This is to certify that *[delete unwanted option]*:

a. No adverse action has been taken against the Bidder (*insert Bidder's name*) and the manufacturers (*insert manufacturer's names*) whose products are being offered by the Bidder against this Invitation to Bid, in the last 5 (Five) years.

b. The following instances of previous past performance have resulted in adverse actions taken against the Bidder (*insert Bidder's name*) and the manufacturers (*insert manufacturer's names*) whose products are being offered by the Bidder, in the last 5 (Five) years. Such adverse actions included:

(indicate date and reasons for adverse actions and result of adverse actions; i.e. suspension or cancellation of manufacturing license by regulatory authorities, product recalls, blacklisting, debarment from bidding etc.)

Signature_____

Name_____

Designation with stamp_____

Date_____

8. Bid Security (Bank Guarantee) Form

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary: Registrar of Cooperative Societies,
4th floor, New Secretariat Buildings,
Cooperation Directorate,
Kolkata-700001**

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation to Bid No.

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by COOPERATION DIRECTORATE (HEADQUARTER) during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or

(b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

The Guarantee shall not be affected by any change in the constitution of the Company or any extension or forbearance to the company by the Government and the Bank will ensure for and be available to and Guarantee enforceable by the Government.

Notwithstanding anything contained herein :-

- i. Our liability under this Bank Guarantee shall not exceed Rs. _____ (*In figures*)
(Rupees _____) (*in words*).
- ii. This Bank Guarantee shall be valid till _____ (date).
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before _____.

The Bank has power to issue this Guarantee under the statute and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Dated this day of..... 2013 at

[signature(s)]

9. Performance Security

[Insert: No Performance Security shall be requested from unsuccessful Bidder, or the bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: *[insert date (as day, month, and year) of Bid Submission]*

ITB No. and title: *[insert no. and title of bidding process]*

Bank's Branch or Office: *[insert complete name of Guarantor]*

**Beneficiary: Registrar of Cooperative Societies,
4th floor, New Secretariat Buildings,
Cooperation Directorate,
Kolkata-700001**

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of [description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s) in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*, and any demand for payment under it must be received by us at this office on or before that date. Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

The Guarantee shall not be affected by any change in the constitution of the Company or any extension or forbearance to the company by the Central Government and the Bank will ensure for and be available to and Guarantee enforceable by the Central Government.

Notwithstanding anything contained herein :-

- i. Our liability under this Bank Guarantee shall not exceed Rs. _____ (In figures) (Rupees _____) (in words).
- ii. This Bank Guarantee shall be valid till _____ (date).
- iii. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if you serve upon us a written claim or demand on or before _____.

The Bank has power to issue this Guarantee under the statute and the undersigned has full power to sign this Guarantee on behalf of the Bank.

Dated this day of..... 2013 at

[signature(s)]

The Bank shall insert the amount(s) specified in the the Contract .

COOPERATION DIRECTORATE (HEADQUARTER) should note that in the event of an extension of the time to perform the Contract, COOPERATION DIRECTORATE (HEADQUARTER) would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee.

In preparing this Guarantee, COOPERATION DIRECTORATE (HEADQUARTER) might consider adding the following text to the Form, at the end of the penultimate paragraph: “We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to COOPERATION DIRECTORATE (HEADQUARTER)’s written request for such extension, such request to be presented to us before the expiry of the Guarantee.”