



**Government of West Bengal**  
Office of the Executive Engineer, Kolkata IT  
Division, PWD Writers' Buildings, Main Block,  
Ground Floor Kolkata – 700 001, Phone : 2254-  
4921/4451

**NOTICE INVITING TENDER No. WBPWD/EEKIT/E-NIT-029/T/26-27 OF 2026-27  
OF THE EXECUTIVE ENGINEER, Kolkata IT  
Division, P.W.D.  
(Through Pre-qualification)**

Memo no.498

Date : 18.05.2026

The Executive Engineer, Kolkata IT Division, PWD, invites e-tender for the work detailed in the table

Sl. No.	Name of Work	Earnest Money (H)	Cost of Documents (H)	Period of completion	Name of concerned Division	Eligibility of Bidder
1.	Provision of Data-Voice Networking and Allied Infrastructure for The Office of the Chief Engineer (Works) Electrical, IT, Public Works Department, at Writers Building, 1st Floor, Block-III, Kolkata - 700 001 [Job No: KIT/OW/022 of 26-27]	<b>Rupees. 15,000.00 [Excess Amount if any as may be required to reach 2% of the quoted amount is to be deposited in the form of Bank Draft from any scheduled bank, (drawn in favour of Executive Engineer, Kolkata IT Division, PWD) while executing agreement by the selected bidder. ]</b>	Cost of tender document and form 2911 is to be deposited by the lowest Bidder at the time of formal agreement	<b>30 days from the date of layout</b>	Kolkata IT Division, PWD	Bonafide, resourceful and reliable experienced contractor eligible through pre-qualification

below. (Submission of Bid through **online**)

1. In the event of e-filling, intending bidder may download the tender documents from the website: <https://etender.wb.nic.in> / <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate

2. Both **Technical bid and Financial Bid** are to be submitted concurrently duly digitally signed in the website **<https://etender.wb.nic.in>**.

3. The Technical Bid and Financial Bid submitted online on or before **06.06.2026 upto 15-00 hrs.**

4. The **FINANCIAL OFFER** of the prospective tenderer will be considered only if the **TECHNICAL Documents** of the tenderer found qualified by the 'Executive Engineer, Kolkata IT Division, PWD. The decision of the Executive Engineer, Kolkata IT Division, PWD will be final and absolute in this respect. The both list of Qualified Bidders will be displayed in the website and also in the Notice Board of the office of the Executive Engineer, Kolkata IT Division, PWD on the scheduled date and time.

### **5. Eligibility criteria for participation in the tender.**

i. The prospective bidders / bonafide resourceful contractor (Not a member of joint venture or sub contractor) and intending bidder should have following credential criteria

(a) Intending tenderers should produce credentials of a similar nature (conforming to all major components of work as mentioned in the BOQ) of completed work, of the minimum value of Rs. 4,48,440.00 of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice

or

(b) Intending tenderers should produce credentials of 2(two) similar nature (conforming to all major components of work as mentioned in the BOQ) of completed work, each of the minimum value of Rs 2,98,960.00 of the estimated amount put to tender during 5(five) years prior to the date of issue of the tender notice

or

(c) Intending tenderers should produce credentials of one single running work of similar nature (conforming to all major components of work as mentioned in the BOQ) which has been completed to the extent of 80% or more and value of which is not less than the desired value at (a) above

In case of running works, only those tenderers who will submit the certificate of satisfactory running work from the concerned Executive Engineer or equivalent competent authority will be eligible for the tender. In the required certificate it should be clearly stated that the work is in progress satisfactorily and also that no penal action has been initiated against the executed agency i.e. the tenderer.

### **Other terms and condition of credential**

- (i) Payment certificate will not be treated as credential.
- (ii) Credential certificate issued by the Executive Engineer or equivalent or competent authority of a State / Central Government, State / Central Government undertaking, Statutory / Autonomous bodies constituted under the Central / State statute, on the executed value of completed / running work will be taken as credential.

**N.B. :- Estimated /Executed amount, Date of Completion of project and detail communicational address of client must be indicated in the credential certificate, similar nature of work.**

- ii) a) The contractors who have been delisted or debarred by any government department/PSU shall not be eligible in any way.
  - b) Any intending bidders who have failed to execute more than one works contract under any Directorate of this Department and was terminated by any sub rule under clause 3 of Tender Form No. 2911 or terminated under any clause of Standard Bidding Document by the Engineer-in-charge / Employer during last 3(three) years will not be eligible to participate in any Directorate under this Department for another 2(two) years from the date of imposition of last termination notice by the Engineer-in-Charge / Employer.
- iii) The prospective bidders shall have in their full time engagement experienced technical personnel, the minimum being sufficient Engineering Degree holders and/or Engineering Diploma holders (Authenticated documents in respect of qualification and engagement shall be furnished for Technical Evaluation.)

[Non statutory Documents]
- iv) Valid up to date clearance of Income Tax / Professional Tax Clearance Certificate / P.T. (Deposit Challan) / PAN Card / GST Registration Certificate/ Voter ID/ for self identification to be accompanied with the Technical Bid Documents, Income Tax Acknowledgement Receipt for latest assessment year to be submitted. [Non statutory Documents]**Bidder shall submit copy of Valid 15-digit goods and services Taxpayer Identification Number(GSTIN) under GST Act, 2017.**

**“Tax invoice(s) needs to be issued by the supplier for raising claim under the contract showing separately the tax charged in accordance with the provisions of GST Act, 2017**
- v) The prospective bidders or any of their constituent partner shall neither have abandoned any work nor any of their contract have been rescinded during the last 5 (five) years. Such abandonment or rescission will be considered as disqualification towards eligibility.

(A declaration in this respect through affidavit has to be furnished by the prospective bidders without which the Technical Bid shall be treated nonresponsive.)

- vi) In case of Proprietorship, Partnership Firms and The Company Tax Audit Report in 3CD Form are to be furnished along with the balance sheet and profit and loss account, and all the schedules forming the part of Balance Sheet and Profit & Loss Account in favour of applicant. No other name alongwith applicant name, in such enclosure will be entertained. (Non-Statutory documents)
- vii) Registered Partnership Deed (for Partnership Firm only) along with Power of Attorney to be submitted along with application. (Non-Statutory documents)
- viii) Declaration regarding Structure and Organisation duly signed by the applicant to be submitted along with application.
- ix) A prospective bidder participating in a single job either individually or as partner of a firm shall not be allowed to participate in the same job in any other form.
- x) A prospective bidder shall be allowed to participate in a single job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job, all his applications will be rejected for that job.
- xi) Where there is a discrepancy between the unit rate & the line item total resulting from multiplying the unit rate by the quantity, the unit rate quoted shall govern.
- xii) Prevailing safety norms has to be followed so that LTI (Loss of time due to injury) is zero.
- xiii) The intending bidder shall positively mention one telephone number, one mobile phone number and 'e-mail ID' for easy communication as and when required. This should be uploaded as Non-Statutory Document.
- xiv) The intending bidder must have registered office / service centre in Kolkata and address of such office are to be mentioned as Non-Statutory Document.
- xv) The intending bidder shall have to follow the instruction mention hereunder –  
“Where an individual person holds a digital signature in his own name duly issued to him against the company or the firm of which he happens to be a director or partner, such individual person shall while uploading any tender for and on behalf of such company or firm invariably upload a copy of registered power of attorney showing clear authorisation

in his favour, by the rest of the directors of such company or the partners of such firm to upload such tender. [vide notification no. 09- W(C)/1M-286/15 dtd. 23.09.2015 of Secretary, PWD]

xvi) The power of attorney shall have to be registered in accordance with the provisions of the **Registration Act 1908**.

xvii. **Intending bidder must have thorough knowledge about the sites where actual execution of work will be done. No excuse will be entertained later.**

xviii) **Complete List of Items/materials as per BOQ with make and Model of the respective items is to be provided in the technical bid in compliance with the required specification as mentioned in the BOQ and details Specifications, maintaining serial as per original BOQ.**

xxi. **No deviation of product range towards lower version which is mentioned in technical bid will be allowed at the time of execution.**

xxii. **The intending bidder must submit in written (hard copy or email) stating the changes in the BOQ before the pre-bid meeting and failing to which no request would taken up for discussion in pre-bid meeting.**

xxiii. **Submission of EMD is mandatory for each and every bidder. No exemption is allowed.**

xxx. **Bidder must be OEM/Authorised Integrator of the OEM and Tender specific Authorization letter (MAF), for major active and passive items in the BOQ, to be enclosed in specified format given in annexure-I, which is to be given latest before supply of Items/materials.**

6. The prospective tenderer should have service centre equipped with requisite instruments and technical staff according to the requirements of works to be executed.

7. Running payment for work may be made to the executing agency as per availability of fund. The executing agency may not get a running payment unless the gross amount of running bill will be 50% of the tendered amount.

8. **Conditional bid or bid with clause of price variation will be rejected.**

9. **No mobilisation /secured advance** will be allowed.

10. **Constructional Labour Welfare Cess @ 1(one) % of cost of construction** will be deducted from every Bill of the selected agency.

11. **Rates Should be quoted in Financial Bid, Exclusive of all Taxes and Duties, as may be applicable.**

12. In connection with the work, **Arbitration** will not be allowed.
13. **In no case permission will be accorded to any firm for more than 1 (one) job.**
14. **Bids shall remain valid** for a period not less than 120 (One hundred twenty) days after the dead line date for Financial Bid submission. Bid valid for a shorter period shall be rejected by the EE,IT Divn, PWD as non-responsive.

**15.A. Important Information  
DATE AND TIME SCHEDULE :**

Slo. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. Documents (online) (Publishing Date)	28.05.2026 at 10:00 hrs.
2	Documents download/sale start date (Online)	28.05.2026 at 11-00 hrs.
3	Pre bid Meeting (Date)	29.05.2026 at 11-30 hrs.
4	Bid submission start date (On line)	29.05.2026 At 15.00 hrs.
5	Bid Submission closing (On line)	06.06.2026 upto 15-00 hrs..
6	Bid opening date for Technical Proposals (Online)	08.06.2026 at 15 -00 hrs..
7	Date of uploading list for Technically Qualified Bidder(online)	08.06.2026 at 15.30 hrs..

**N.B. : In case of any non-scheduled holiday / bandh / strike on any of the date of opening the next working day will be treated as schedule date for the purpose.**

**15.B. LOCATION OF CRITICAL EVENT**

**Bid Opening  
& Pre-Bid Meeting**

Office of the Executive Engineer, Kolkata IT Division, PWD.  
Main Block, Ground Floor, Writers' Buildings,  
Kolkata -1

16. If any defect/damage is found during the period as mentioned above contractor shall make the same good at his own cost expense to the specification at par with instant project work. Failure to do so, penal action against the Agency will be imposed by the Department as deem fit. The Agency will have to quote his rate considering the above aspect.

Also the Prospective Bidders shall have to execute the work in such a manner so that appropriate service level of the work is kept during progress of work and a period of 3(Three) year from the date of successful completion of the work to the entire satisfaction of the Engineer-in-Charge may be considered towards release of full **Security Deposit.**

A retention towards Performance Security amounting to 3(three) percent (including 2% Earnest money) of the billed amount shall be made by the Executive Engineer from 1st R.A. bill to Final bill.

**No interest would be paid on the Performance Security Deposit.**

17. All Bidders are requested to present in office of the EE, IT Divn., PWD at Writers' Bldg., Kol-1, during opening the financial bid. Executive Engineer, Kolkata IT Division, P.W.D. may call **Open Bid/Seal Bid** after opening of the said bid to obtain the suitable rate further, if it is required. No objections in this respect will be entertained raised by any Bidder who will present during opening of bid, or from any Bidder who will absent at the time of opening of Financial Bid. No informal tender will be entertained in the Bid further.
18. Site of work will be handed over to the agency phase wise. Copy of the layout drawing shall be submitted by the contractor to the deptt for approval. No claim in this regard will be entertained.
19. **Earnest Money** : The amount of Earnest Money Rupees **15000.00**[Excess Amount if any as may be required to reach 2% of the quoted amount is to be deposited in the form of Bank Draft from any scheduled bank, (drawn in favour of Executive Engineer, Kolkata IT Division, PWD) while executing agreement by the selected bidder.. This clause is also applicable for all categories of applicants.
20. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of works and its Surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the work as mentioned in the Notice Inviting Tender, before submitting offer with full satisfaction, the cost of visiting the site shall be at his own expense.
21. The intending Bidders shall clearly understand that whatever may be the outcome of the present invitation of Bids, no cost of Bidding shall be reimbursable by the Department. The Executive Engineer, IT Division, PWD reserves the right to reject any application for purchasing Bid Documents and to accept or reject any offer without assigning any reason whatsoever and is not liable for any cost that might have incurred by any Tenderer at the stage of Bidding.
22. **Refund of EMD : Will be governed by Finance Dept. audit Branch**  
**Memorandum vide no-3975-F(Y) dtd: 28.07.2016**

**23. Prospective applicants are advised to note carefully the minimum qualification criteria as mentioned in 'Instructions to Bidders' before tendering the bids.**

**24. Conditional/ Incomplete tender will not be accepted.**

25. The intending tenderers are required to quote the rate ***on line*** .

26. Contractor shall have to comply with the provisions of (a) the contract labour (Regulation Abolition) Act. 1970 (b) Apprentice Act. 1961 and (c) minimum wages Act. 1948 of the notification thereof or any other laws relating thereto and the rules made and order issued there under from time to time.

27. During the scrutiny, if it come to the notice to tender inviting authority that the credential or any other paper found incorrect/ manufactured/ fabricated, that bidder would not allowed to participate in the tender and that application will be out rightly rejected without any prejudice.

The Executive Engineer, Kolkata IT Division, P.W.D. reserves to right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

28. In case if there be any objection regarding prequalifying the Agency that should be lodged to the EE, IT Divn, PWD within 24(twenty-four) hours from the date of publication of list of qualified agencies and beyond that time schedule no objection will be entertained by the Evaluation Committee.

29. Before issuance of the **WORK ORDER**, the tender inviting authority may verify the credential and other documents of the lowest tenderer if found necessary. After verification if it is found that the documents submitted by the lowest tenderer is either manufactured or false in that case work order will not be issued in favour of the said Tenderer under any circumstances.

30. If any discrepancy arises between two similar clauses on different notification, the clause as stated in later notification will supersede former one in following sequence :-

i) Form No. 2911

ii) NIT

iii) Special terms & conditions

iv) Technical Bid

v) Financial Bid

**31. Qualification criteria:**

The EE, IT Divn., PWD will determine the eligibility of each bidder, the bidders shall have to meet all the minimum criteria regarding :-

**a) Financial Capacity**

**b) Technical Capability comprising of personnel & equipment capability**

**c) Experience/Credential**

The eligibility of a bidder will be ascertained on the basis of the self attested documents in support of the minimum criteria as mentioned in a, b, c above and the declaration executed through prescribed affidavit in non-judicial stamp paper of appropriate value duly notarized.

**32. Suspension and Debarment of contractor, Supplier and Consultant Participating for Works will be Governed by memo no: No 547-W(C) /1M-387/15 Dated: 16<sup>th</sup> November, 2015 of Joint Secretary to the Government of West Bengal , PWD**

If any document submitted by a bidder is either manufacture or false, in such cases the eligibility of the bidder/ tenderer will be out rightly rejected at any stage without any prejudice.

**Executive Engineer,  
Kolkata IT Division, PWD**

Memo No. : 498/1(5)

**Date : 19.05.2026**

**Copy forwarded for information and wide circulation through Notice Board to :**

1. The Chief Engineer (HQ.), PWD along with specification for information.
2. The Superintending Engineer, Kolkata Electrical Circle, Health Electrical Circle, Central Electrical Circle, Southern Electrical Circle, South Western Electrical Circle, Western Electrical Circle, Northern Electrical Circle, PWD., IT Circle,PWD
3. The Executive Engineer, West Kolkata Electrical Division / Kolkata Electrical Division / Howrah Electrical Division, PWD.
4. Estimating Branch
5. Notice Board

Executive Engineer

Kolkata IT Division, PWD

**SECTION A INSTRUCTION TO  
BIDDERS SECTION – A  
1. General guidance for e-Tendering**

**I**nstructions/ Guidelines for tenders for electronic submission of the tenders online have been annexed for assisting the contractors to participate in e-Tendering.

**1. Registration of Contractor**

Any contractor willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://etender.wb.nic.in> (the web portal of public works department) the contractor is to click on the link for e-Tendering site as given on the web portal.

**2. Digital Signature certificate (DSC)**

Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate(DSC) for submission of tenders, from the approved service provider of the National Information's Centre(NIC) on payment of requisite amount details are available at the Web Site stated in Clause-2 of Guideline to Bidder DSC is given as a USB e-Token.

**3.** The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in Clause 2 using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

**4. Participation in more than one work**

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If found to have applied severally in a single job all his applications will be rejected for that job.

A prospective bidder(including his participation in partnership) shall be allowed to participate in a single work as mentioned in the list of schemes.

**5. Submission of Tenders.**

General process of submission, Tenders are to be submitted through online to the website stated in Cl. 2 in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

## **A. Technical proposal**

The Technical proposal should contain scanned copies of the following in two covers (folders).

### **A-1. Statutory Cover/ Technical file Containing**

- i. Prequalification Application (Sec-B, Form – I)
- ii. Affidavits (Ref:- format for general affidavit shown in “Y” Part “B”).
- iii. Tender form No. 2911 & NIT (***Properly upload the same Digitally Signed***). **The rate will be quoted in the BOQ only. Quoted rate will be encrypted in the B.O.Q. under Financial Bid. In case quoting any rate in 2911 or anywhere else the tender will liable to summarily rejected).**
- v. Special Terms, condition & specification of works.

### **A-2. Non statutory / Technical Documents**

- i. Latest Professional Tax(PT) deposit receipt challan, Pan Card, IT, Saral, GST Registration Certificate.
- ii. Registration Certificate under Company Act. (if any).
- iii. Registered Deed of partnership Firm/ Article of Association & Memorandum
- iv. Power of Attorney (For Partnership Firm/ Private Limited Company, if any)
- v. Tax Audited Report in 3 CD Form along with Balance Sheet & Profit & Loss A/c for the last 3(three) years(year just preceding the current Financial Year will be considered as year – I)
- vi. Clearance Certificate for the Current Year issued by the Assistant Register of Co-Op(S) (ARCS) bye laws are to be submitted by the Registered labour Co-Op(S) Engineers’ Co.- Opt.(S)
- vii. List of Technical staffs along with structure & organization (Section – B, Form – III).
- viii. Credential for completion of at least one similar nature of work under the authority of State/ Central Govt. statutory bodies under State/Central Govt. constituted under the statute of the State/ State Govt. having credential of similar nature of work 40 percent in magnitude during last 5(five) years, is to be furnished.(Ref. Cl. No. 5(i) of this NIT(Section – B, Form – V). Scanned copy of Original Credential Certificate as stated in 5(i) of NIT.

**Note:-** Failure of submission of any of the above mentioned documents (as stated in A1 and A2) will render the tender liable to summarily rejected for both statutory & non statutory cover.

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

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

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

Sl. No.	Category Name	Sub Category Description	Details (Latest)
A.	<b>CERTIFICATES</b>	<b>CERTIFICATES</b>	<b>GST REGISTRATION CERTIFICATE &amp; ACNOWLEGEEMENT</b> <b>2. PAN</b> <b>3. P TAX (CHALLN) (2011-12)</b> <b>4. LATEST IT RECEIPT</b> <b>5. IT-Saral</b>
B.	<b>COMPANY DETAILS</b>	<b>COMPANY DETAILS 1</b>	<b>1. PROPRITORSHIP FIRM (TRDE LICENCE)</b> <b>2. PARTNERSHIP FIRM (PARTERNERSHIP DEED, TRADE LICENCE)</b> <b>3. LTD. COMPANY (INCORPORATION CERTIFICATE/ MOA, TRADE LICENCE)</b> <b>4. SOCIETY (SOCIETY REGISTRATION COPY, TRADE LICENCE)</b> <b>5. POWER OF ATTORNOY</b>
C.	<b>CREDENTIAL</b>	<b>CREDENTIAL1 CREDENTIAL2</b>	<b>1. SIMILAR NATURE OF WORK DONE &amp; COMPLETION CERTIFICATE WHICH IS APPLICABLE FOR ELIGIBILITY IN THIS TENDER</b> <b>2. ENLISTMENT COPY ISSUE BY DEPARTMENT</b>
D.	<b>FINANCIAL (INFO)</b>	<b>WORK IN HAND</b>	<b>1. AUTHENTICATED</b>
	<b>2020-21</b>	<b>P/L AND Audited BALANCE</b>	<b>PROFIT &amp; LOSS AND BALANCE</b>

Sl. No.	Category Name	Sub Category Description	Details (Latest)
		SHEET	SHEET (WITH ANNEXTURE AND 3CD FORM IN CASE OF TAX AUDIT)
	2021-22	P/L AND Audited BALANCE SHEET	PROFIT & LOSS AND BALANCE SHEET (WITH ANNEXTURE AND 3CD FORM IN CASE OF TAX AUDIT)
	2022-23	P/L AND Audited BALANCE SHEET	PROFIT & LOSS AND BALANCE SHEET (WITH ANNEXTURE AND 3CD FORM IN CASE OF TAX AUDIT)
E.	MAN POWER	TECHNICAL PERSONNEL	LIST OF TECHNICAL STAFFS ALOGNWITH STRUCTURES & ORGANZATION (ASPER NIT)

### **B. Tender evaluation committee(TEC)**

- i. Tender will be evaluated by Executive Engineer, Kolkata IT Division PWD.
- ii. **Opening of Technical proposal :-** Technical proposals will be opened by the Executive Engineer, Kolkata IT Division, P.W. Directorate and his authorized representative electronically from the web site stated using their Digital Signature Certificate.
- iii. Intending tenderers may remain present if they so desire.
- iv. Cover(folder) statutory documents(vide Cl. No. 5.A-1) should be open first & if found in order, cover(Folder) for non statutory documents (vide Cl. No. – 5.A-2) will be opened. If there is any deficiency in the statutory documents the tender will summarily be rejected.
- v. Decrypted (transformed in to readable formats) documents of the non statutory cover will be downloaded & handed over to the tender evolution committee.
- vi. Uploading of summary list of technically qualified tenderers
- vii. Pursuant to scrutiny & decision of the evaluation committee the summary list of eligible tenders & the serial number of work for which their proposal will be considered will be uploaded in the web portals.
- viii. While evaluation the committee may summon of the tenders & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

### **C. Financial proposal**

- i. The financial proposal should contain the following documents in one cover(folder) i.e. Bill of quantities(BOQ) the contractor is to quote the rate online through computer in the space marked for quoting rate in the BOQ.

- iii. Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the contractor.
- iv. **The audited Balance sheet for the last three years**, net worth bid capacity etc. are to be submitted which must demonstrate the soundness of Bidder's financial position.

## **6. Penalty for suppression / distortion of facts**

If any tenderer fails to produce the original hard copies of the documents (especially Completion Certificates and audited balance sheets), or any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies or if there is any suppression, the tenderer will be suspended from participating in the tenders on e-Tender platform for a 3(Three) years. In addition, his user ID will be deactivated and Earnest Money Deposit will stand forfeited. Besides, the P.W.Directorate may take appropriate legal action against such defaulting tenderer. The Employer reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time the prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.

## **7. AWARD OF CONTRACT**

The Bidder whose Bid has been accepted will be notified by the Tender Inviting & Accepting Authority through acceptance letter.

The notification of award will constitute the formation of the Contract.

The Agreement in W.B.F.No.-2911 will incorporate all agreements between the Tender Accepting Authority and the successful Bidder.

**Executive Engineer,  
Kolkata IT Division, PWD**

**SECTION – B**  
**FORM-I**  
**PRE-QUALIFICATION APPLICATION**

**To**  
**The Executive Engineer,**  
**Kolkata IT Division,**  
**PWD**

Ref:- Tender for.....  
..... (Name of work).....  
.....  
.....  
.....

Dear Sir,

Having examined the pre-qualification documents (N.I.T. & Volume-I), I /we hereby submit all the necessary informations and relevant documents for evaluation.

The application is made by me / us on behalf of.....

In the capacity.....  
duly authorized to submit the order.

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

We are interested in bidding for the works given in Enclosure to this letter.

We understand that :

- (a) Engineer -in-Charge/ Employer can amend the scope & value of the contract bid under this project.
- (b) Engineer -in-Charge/ Employer reserves the right to reject any application without assigning any reason ;

Encl:

- 1. Prescribed forms duly filled in duplicate.
- 2. Evidence of authority to sign.
- 3. Latest brochures.

Date:

Signature of Applicant including title and Capacity in which application is made

**AFFIDAVIT- 'Y'**

**(To be furnished in Non-judicial Stamp paper of appropriate value duly notarized)**

1. I, the under-signed do certify that all the statements made in the attached documents are true and correct. In case of any information submitted proved to be false or concealed, the application may be rejected and no objection/claim will be raised by the under-signed.
2. The under-signed also hereby certifies that neither our firm M/S \_\_\_\_\_ nor any of constituent partner had been debarred to participate in tender by the P.W. Department during the last 5 (five) years prior to the date of this NIT.
3. The under-signed would authorize and request any Bank, person, Firm or Corporation to furnish pertinent information as deemed necessary and/or as requested by the Department to verify this statement.
4. The under-signed understands that further qualifying information may be requested and agrees to furnish any such information at the request of The Department.
5. Certified that I have applied in the tender in the capacity of individual/ as a partner of a firm & I have not applied severally for the same job.

Signed by an authorised officer of the  
firm

Title of the Officer Name of Firm with Seal

Date

**SECTION – B**  
**FORM-III**  
**STRUCTURE AND ORGANISATION**

**A. 1.** Name of Applicant (Firm) :

Office Address :

Telephone No. :

Mobile No. :

Fax No. :

**A. 2.** Office Address

Telephone No. :

Mobile No. :

Fax No. :

**A. 3.** Name and address of Bankers. :

**A. 4.** Attach an organisation chart showing structure of the company with names of Key personnel and technical staff with Bio-data. :

**SECTION-B**  
**FORM-V**  
**EXPERIENCE PROFILE**

Name of the Firm :

LIST OF WORKS COMPLETED WHICH ARE SIMILAR IN NATURE AND EXECUTED DURING THE LAST FIVE YEARS IN ANY GOVT. DEPARTMENT / GOVT. UNDERTAKING / STATUTORY BODY UP TO A VALUE OF 60% OF THE ESTIMATED VALUE PUT TO TENDER

Name of Employer	Name, Location & nature of work	Contract price in Indian Rs.	Original date of Start of work	Original date of completion of work	Actual date of starting the work	Actual date of completion the work	Reasons for delay in completion (if any)

Note : a) Certificate from the Employers to be attached.

b) Non-disclosure of any information in the Schedule will result in disqualification of the firm.

- (c) No tender will be deemed to be fit for consideration unless the tender documents are fully and completely filled in. All informations that may be asked from a tenderer must be unequivocally furnished. Any tender which is incomplete or does not comply with the prescribed conditions or stipulations laid down herein to rejection at the time of opening or during subsequent scrutiny. Tender received with conditional rate will be liable to rejection at the time of opening.
- (d) Canvassing in connection with the tender is strictly prohibited and a tenderer who resorts to this will render his tender liable to rejection.
- (e) No alteration shall be permitted to be made by the tenderer in any tender after its submission.

**TENDER FOUND TO HAVE SUBMITTED UNDER FALSE NAME:**

When a Contractor, whose tender has been accepted under a given name is subsequently discovered to have given a false name, his contract may at the discretion of the Authority accepting the tender be annulled his Security Deposit will be forfeited.

**Signature and address  
of the Tenderer**

**Signature of Tender  
Accepting Authority**

## **SECTION — 3**

### **Special terms and conditions**

#### **GENERAL :**

Unless otherwise stipulated all the works are to be done as per general conditions and general specifications in the “Departmental Schedule” which means the Public Works Department, Schedule of Rates for works in West Bengal for the working area including upto date addenda and corrigenda, if any, published by the Executive Engineer, Kolkata IT Division, PWD.

#### **TERMS & CONDITIONS IN ORDER TO PRECEDENCE :**

If the stipulations of the various components of the contract documents be at variance in any respect, one will over-ride the other (only in so far as those are at variance) in the order of precedence as given below:

- (a) Special terms and conditions
- (b) Special specifications
- (c) General specifications
- (d) Notice Inviting Tender
- (e) Schedule of probable items with approximate quantities
- (f) Printed Tender Form, i.e. W.B.F. 2911

All works covered in the clause appearing hereinafter shall be deemed to form a part of the appropriate item or items of works appearing in the schedule whether specifically mentioned in any clause or not and the rates quoted shall include all such works unless it is otherwise mentioned that extra payment will be made for particular works.

**Signature and address  
of the Tenderer**

**Signature of Tender  
Accepting Authority**

## **ENGINEER-IN-CHARGE AND COMMENCEMENT OF WORK :**

The word "Engineer-In-Charge" means the Executive Engineer, P.W. Directorate of the concerned Division. The word "Department" appearing anywhere in the tender documents means P.W. Department, Government of West Bengal, who have jurisdiction, administrative or executive over part of whole of the works forming the subject matter of the tender or contract. The word "approved" appearing anywhere in the documents means approved by the Engineer-In-Charge. In case, the work is transferred to any other Division, the Executive Engineer under whom the work will be executed should be treated as the Engineer-In-Charge. The work shall have to be taken up within seven days of the receipt of the work order. Failure to do so will constitute a violation of the contract stipulation as regards proportionate progress and timely completion of work and the contractor will thereby make himself liable to pay compensation or other penal action as per stipulation of the printed tender form.

## **CONDITION IN EXTENDED PERIOD :**

As Clause 4 of W.B.F. 2908 or Clause 5 of W.B.F. No. 2911 (ii) as the case may be when an extension of time for completion of work is authorised by the Engineer-In-Charge, it will be taken for granted that the validity of the contract is extended automatically upto the extended period with all terms and conditions rates, etc. remaining unaltered, i.e. the tender is revalidated upto the extended period.

## **CO-OPERATION AND DAMAGES AND COMPLETION OF WORK:**

All works are to be carried out in close co-operation with the Department and other contract or contracts that may be working in the area of work. The work should also be carried out with due regard to the convenience of the road/building users and occupants, if any. All arrangements and programme of work must be adjusted accordingly. All precautions must be taken to guard against chances of injury or accidents to workers, road users, occupants etc. The contractor must see that all damages to any property which, in the opinion of the Engineer-In-Charge are due to the negligence of the contractor, are promptly rectified by the contractor at his own cost and expenses and according to the direction and satisfaction of the Engineer-In-Charge.

## **CONTRACTOR'S LOCAL OFFICE :**

The contractor must have an authorized office at Kolkata from where the contractor will operate to execute the work. The contractor must confirm that its office at Kolkata is permanent in nature and not constituted for the purpose related to this particular work.

**Signature and address  
of the Tenderer**

**Signature of Tender  
Accepting Authority**

## **INCIDENTAL AND OTHER CHARGES :**

The cost of all materials, hire charges to Tools and plants, Labour, Corporation/Municipal Fees for water supply, Royalty or road materials (if any), Electricity and other charges of Municipalities or statutory Bodies, Ferry charges, Toll Charges, Loading and unloading charges, Handling charges overhead charges etc. will be deemed to have been covered by the rates quoted by the contractor inclusive of Sales Tax (Central and/or State), Income Tax, Octroi Duty/Terminal Tax, Turnover Tax etc. All other charges for the execution of the complete or finished work or in case of supply of materials and for carriage to the entire satisfaction of the Engineer-In-charge of the work. No claim whatsoever in this respect will be entertained.

## **AUTHORISED REPRESENTATIVE OF CONTRACTOR :**

The contractor shall not assign the agreement or sublet any portion of the work. The contractor, may however, appoint and authorised representative in respect of one or more of the following purpose only.

- a) General day to day management of work
- b) To give requisition for Departmental materials, Tools & Plants etc. to receive the same and sign hand receipts thereof.
- c) To attend measurements when taken by the Departmental Officers and sign the records of such measurements which will be taken of acceptance by the Contractor. The selection of the authorised representatives subject to the prior approval of the Executive Engineer concerned and the contractor shall in writing seek such approval of the Executive Engineer giving therein the name of work, Tender No., the Name, Address and the specimen signature of the representative he wants to appoint and the specific purposes as specified in Clause 9 (a), (b) and (c) which the representative will be authorised for even after first approval, the Executive Engineer may issue at any subsequent date, revised directions about such authorised representative and the contractor shall be bound to abide by such directions. The Executive Engineer shall not be bound to assign any reason for any of his directions with regard to the appointment of authorised representative. Any notice correspondence etc. issued to the authorised representative or left at his address, will be deemed to have been issued to the contractor himself.

## **POWER OF ATTORNEY :**

The Provision of the power of attorney, if any, must be subject to the approval of the Department. Otherwise the Department shall not be bound to take cognizance of such of attorney.

**Signature and address  
of the Tenderer**

**Signature of Tender  
Accepting Authority**

**EXTENSION OF TIME :**

For cogent reasons over which the contractor will have no control and which will retard the progress, extension of time for the period lost will be granted on receipt of application from the contractor before the expiry date of contract. No claim whatsoever for idle labour, additional establishment, cost of materials and labour and hire charges of tools & Plants etc. would be entertained under any circumstances. The contractor should consider the above factor while quoting his rate. Applications for such extension of time should be submitted by the contractor in the manner indicated in Clause 5 of the printed form of W.B.F. No. 2911 (ii)

**CONTRACTOR'S GODOWN :**

The contractor must provide suitable godowns for materials at the site of work. No separate payment will be made for these godowns or for the storeyard.

**USE OF GOVERNMENT LAND :**

The contractor shall make his own arrangements for storage of tools, plant, equipments, materials etc. of adequate capacity and shall clear and remove on completion of work and shed, huts etc. which he might have erected in Government Land. Before using any space in Government Land of any purpose whatsoever, approval of the Engineer-In-charge should be needed.

**Signature and address  
of the Tenderer**

**Signature of Tender  
Accepting Authority**

**CLEARING MATERIALS :**

The whole site shall be left in a clear and neat manner to the satisfaction of the Engineer-In-Charge. No separate payment shall be made for all these works, the cost thereof being deemed to have been included in the rates of various items of works quoted by the contractor in the schedule of probable items of works.

**SUPPLEMENTARY/ADDITIONAL ITEM OF WORKS :**

Notwithstanding the provisions made in the related printed tender Form (if any) any item of the work which can be legitimately be considered as not stipulated in the specific schedule of probable items of work but has become necessary as a reasonable contingent item during actual execution of work will have to be done by the Contractor if so, directed by the Engineer-In-Charge and the rates will be fixed with manner as stated below :-

**Signature and address  
of the Tenderer**

**Signature of Tender  
Accepting Authority**

- (a) Rate of supplementary items shall be analysed to the maximum extent possible from rates of the allied items of work appearing in the P.W. (Electrical) Department schedule of rates of probable items of work forming part of tender document.
- (b) If the rates of the supplementary items can not be computed even after applications of clauses stated above, the same shall be determined by analyses from market rates of material, labour and carriage cost prevailing at the time of execution of such items work. Profit and overhead charges (both together) at 10% (Ten percent) will be allowed.
- (c) Black-market rates shall never be allowed.
- (d) Contractual percentage shall only be applicable with regard to the portions of the analysis based on clauses (a) & (b) stated above only.

It may be noted that the cases of supplementary items of claim shall not be entertained unless supported by entries in the Work Order Book or any written order from the tender.

### **COVERED UP WORKS :**

When one item of work is to be covered up by another item of work the latter item shall not be done before the former item has been measure up and has been inspected by the Engineer-in-charge or the Sub-Divisional Officer, as the authorized representatives of the Engineer-In-Charge and order given by him or proceeding with the latter item of work. When however, this is not possible for practical reasons, the Sub-assistant Engineer, if so, authorized by the Sub-Divisional Officer may do this inspection in respect of minor works and issue order regarding the latter item.

### **APPROVAL OF SAMPLE :**

Samples of all materials to be supplied by the contractor and to be used in the work shall have to be approved by the Engineer-in-charge and checking the quality of such materials shall have to be done by the concerned authority prior to utilization in work.

### **WATER AND ENERGY :**

The contractor shall have to arrange for their own source of energy for operation of equipments and machineries, driving of pumping set, illuminating work site, office etc. that may be necessary in different stages of execution of work. No facility of any sort will be provided for utilization of the departmental sources of energy existing at site of work. Arrangement for obtaining water for the work should also be made by the contractor at his own cost. All cost for getting energy and / or for any purpose whatsoever will have to be borne by the contractor for which no claim will be entertained.

**Signature and address  
of the Tenderer**

**Signature of Tender  
Accepting Authority**

All materials and Tools and Plants and all labour (skilled and unskilled) including their housing, water supply, sanitation, light, procurement of food staff, medical aid etc. are to be arranged for by the contractor. The cost of transport of labour, materials and all items as aforesaid shall also have to be borne by the Contractor.

### **DRAWINGS :**

All works shall be carried out in conformity with the drawings Approved by this Department. The Contractor shall have to carry out all the works according to the approved general arrangement drawing and detail working drawings to be supplied by the contractor from time to time at no extra cost.

### **SERVICEABLE MATERIALS :**

The responsibility for stacking the serviceable materials obtained during dismantling of existing structure/road (to be decided by the Engineer-in-charge) and handling over the same to the Engineer-in-charge of work of this Department lies with the contractor and nothing will be paid on this account. In case of any loss or damage of serviceable materials prior to handling over the same to this Department, full value will be recover from the Contractor's bill at rates as will be assessed by the Engineer-in-charge.

### **UNSERVICEABLE MATERIALS :**

The Contractor shall remove all unserviceable materials, obtained during execution at place as directed. The contractor shall dressed up and clear the work site after completion of work as per direction of the Engineer-in-charge. No extra payment will be made on this account.

### **CONTRACTOR'S RISK FOR LOSS OR DAMAGE :**

All risk on account of Railway or Road carriage or carriage by boat including loss or damage of vehicles boats, barges materials or labour will have to be borne by the contractor.

### **IDLE LABOUR :**

Whatever the reasons may be no claim or idle labour, enhancement of labour rate additional establishment cost, cost of TOLL and hire and labour charges of tools and plants Railway freight etc. would be entertained under any circumstances.

### **CHARGES AND FEES PAYABLE BY CONTRACTOR :**

- a) The contractor shall be all notices and pay all fees required to be given or paid by any statute or any regulation or by law and any local or other statutory authority which may be applicable to the works and shall keep the department against all penalties and liability of every kinds for breach of such statute regulation or law.
- b) The Contractor shall have save harmless and indemnify the department from and against all claims demands suit and proceedings for or an account of infringement of any patent rights design, trade mark of name of other protected write in respect of any constructional Plant machine, work, materials, thing or process used for or in connection with works or temporary works or any of them.

## **TOOLS AND PLANTS :**

All Tools and Plants required for the work will have to be supplied by the Contractor at his own cost, all cost of fuel and stores for proper running of the Tools and Plants must be borne by the Contractor.

## **REALISATION OF DEPARTMENTAL CLAIMS :**

Any some of money due and payable to the contractor (including security deposit returnable to him ) under this contract may be appropriated by the Government and set off against any claim of Government for the payment of sum of money arising out of these contract or under any other contract made by the contractor with the Government.

## **COMPLIANCE OF DIFFERENT ACTS :**

The contractor shall comply with the provisions of the Apprentices Act, 1961, Minimum Wages Act, 1848. Contract Labour (Regulation and Abolition) Act 1970 and the rules and orders issued hereunder from time to time. If he fails to do so, his and Executive Engineer, Kolkata IT Division, PWD may at his discretions, take necessary measure over the contract.

The Contractor shall also make himself for any pecuniary liabilities arising out on account of any violation of the provision of the said Act(s). The Contractor must obtain **necessary certificate and license from the concerned Registering Office** under the Contract Labour (Regulation & Abolition) Act, 1970.

The contractor shall be bound to furnish the Engineer-In-Charge all the returns particulars or date as are called for from time to time in connection with implementation of the provisions of the above Acts and Rules and timely submission of the same, failing which the contractor will be liable for breach of contract and the Engineer-In-Charge may at his discretion take necessary measures over the contract.

## **COMMENCEMENT OF WORK :**

The work must be taken up within the date as stipulated in the work order and completed in all respects within the period specified in Notice Inviting Tender.

## **PROGRAMME OF WORK :**

Before actual commencement of work the contractor shall submit a programme of construction of work clearly showing the materials men and equipments. The contractor will submit a programme of construction in the pattern of Bar Chart or Critical Path Method and a time table divided into four equal periods of progress of work to complete the work within the specific period for approval of the Engineer-In-Charge who reserves the right to make addition, alterations and substitutions to such programme in consultation with the contractor and such approved programme shall be adhered to by the contractor unless the same is subsequently found impracticable in part or full in the opinion of the Engineer-In-Charge and is modified by him. The contractor must pray in writing, showing sufficient reasons therein, for modification of programme. The conditions laid down in clause 2 of the printed tender form regarding the division of total period and progress to work and the time table therefore as provided in the said clause shall be deemed to have been sufficiently complied with it the actual progress of work does not fall short of the progress laid down in the approved time table for one fourth, half and three fourth of time allowed for the work.

### **SETTING OUT OF THE WORK :**

The contractor shall be responsible for the true and perfect setting out of the work and for the correctness of the position, levels, dimensions and alignments of all parts of work, if any, rectification or adjustment becomes necessary the contractor shall have to do the same at his own cost according to the direction of the Engineer-In-Charge during progress of works, if any, error appears or arise in respect of position, level, dimensions or alignment of any part of the work contractor shall at his own cost rectify such defects to the satisfaction of the Engineer-In-Charge. Any setting out that may be done or checked by either of them shall not in any way relieve the contractor or their responsibility for correctness thereof.

### **PRECAUTIONS DURING WORKS :**

The contractor shall carefully execute the work without disturbing or damaging underground or overhead service utilities viz. Electricity, Telephones, Gas, Water pipes, Sewers etc. in case disturbances of service utilities is found unavoidable the matter should immediately be brought to the notice of the Engineer-In-Charge and necessary precautionary measures as would be directed by the Engineer-In-Charge shall be carried out at the cost and expenses of the contractor. If the service utilities are damaged or disturbed in any way by the contractor during execution of the work, the cost of rectification or restoration of damages as would be fixed by the Executive Engineer of the Division concerned will be recovered from the contractor.

### **NIGHT WORK :**

The contractor shall not ordinarily be allowed to execute the work at night. The contractor may however, have to execute the work at night, if instructed by the Engineer-in-Charge. For true technical or emergent reasons the work may require to be executed during the night also according to the instruction of the Engineer-in-Charge. In that case the contractor shall have to arrange for separate set of labour with sufficient and satisfactory lighting arrangement for the night work. No extra payment whatever, in this respect will be made to the contractor.

### **TESTING OF QUALITIES OF MATERIALS & WORKMANSHIP :**

All materials and workmanship shall be in accordance with the specifications laid down in the contract and IS codes and the Engineer-In-Charge reserves the right to test, examine and measure the materials/workmanship direct at the place of manufacture, fabrication or at the site of works or any suitable place. The contractor shall provide such assistance, instrument machine, labour and materials as the Engineer-In-Charge may require for examining, measuring and testing the works and quality or quantity of materials used and shall supply samples for testing as may be selected and required by the Engineer-In-Charge without any extra cost. Besides this, he will carry out tests from outside Laboratory as per instruction of Engineer-In-Charge. The cost of all such tests would be borne by the agency.

### **TIMELY COMPLETION OF WORK :**

All the supply and the work must have to be completed in all respects within the time specified in Notice Inviting Tender from the date of work order. Time for completion as specified in the tender shall be deemed to be the essence of the contract.

### **PROCUREMENT OF MATERIALS :**

All materials required for complete execution of the work shall be supplied by the contractor after procurement from authorised and approved source.

### **REJECTION MATERIALS :**

All materials brought to the site must be approved by the Engineer-In-Charge. Rejected materials must be removed by the Contractor from the site within 24 hours of the issue of order to that effect. In case of non-compliance of such order, the Engineer-In-Charge shall have the authority to cause such removal at the cost and expense of the contractor and the contractor shall not be entitled to claim for any loss or damage of that account.

### **FORCE CLOSURE :**

In case of force closure or abandonment of the works by the Department the contractor will be eligible to be paid for the finished work and reimbursement of expenses actually incurred but not for any losses.

### **TENDER'S RATE :**

The contractor should note that the tender is strictly based on the rates quoted by the Contractor on the priced schedule of probable item of work. The quantities for various other items of works as shown in the priced schedule of probable items of works are based on the drawing and design prepared by the Department. If variations become necessary due to design consideration and as per actual site conditions, those have to be done by the contractor at the time of execution at the rate prescribed in the tender clause. **No conditional rate will be allowed in any case.**

### **DELAY DUE TO MODIFICATION OF DRAWING AND DESIGN :**

The contractor shall not be entitled for any compensation for any loss suffered by him due to delays arising out of modification of the work due to non-delivery of the possession of site.

### **DOCUMENTS & CERTIFICATES :**

The department may ask for any valid document like manufacturer's test certificate, document for purchase of the material etc. as deemed fit by the engineer-in-charge to ascertain genuinity of material supplied by/ used in the work by the contractor. The contractor shall remain bound to submit all such documents to the department.

**Signature and address  
of the Tenderer**

**Signature of Tender  
Accepting Authority**

**Additional Terms & conditions:**

1. All equipments must be warranted for a minimum period of 12(twelve) months from the date of commissioning.
2. The agency should submit a detailed work-program clearly depicting the volume of work vis-a-vis place of work.
3. Work will be permitted to be carried out strictly as per program approved by the appropriate authority.
4. Any damage/loss of movable properties at any place within the site and/or other places while executing the work are to be compensated properly by the agency.
5. All the cablings and other fixtures are to be accommodated and integrated in the existing system and decor of the surroundings.

**Signature and address  
of the Tenderer**

**Signature of Tender  
Accepting Authority**

## **DECLARATION BY THE TENDERER**

I/We have inspected the site of work and have made myself/ourselves fully acquainted with local conditions in and around the site of work. I /We have carefully gone through the Notice Inviting Tender and other tender documents mentioned therein along with the drawing attached. I/We have also carefully gone through the 'Priced schedule of Probable Items and Quantities'.

My/Our tender is offered taking due consideration of all factors regarding the local site conditions stated in this Detailed Notice Inviting Tender to complete the proposed work.

I/We promise to abide by all the stipulations of the contract documents and carry out and complete the work to the satisfaction of the department.

I/We also agree to procure tools and plants, at my/our cost required for the work.

**Signature of Tenderer**  
**Postal address of the Tenderer**

**Executive Engineer**  
**Kolkata IT Division, PWD**

## Annexture-I

### Manufacturer's Authorization Form (MAF)

Dated: \_\_\_\_\_

**Tender Reference No. & Tender ID.** \_\_\_\_\_

Dear Sir,

We \_\_\_\_\_ (OEM) who are established and reputed manufacturers of \_\_\_\_\_ (Equipments) having Factories at \_\_\_\_\_ and \_\_\_\_\_ confirms that, M/s. \_\_\_\_\_ (Name and address of Bidder herein after called as partner) wishes to participate the Bid or Project stated above and enter into agreement for the purchase and resale of \_\_\_\_\_ (OEM) Products and Service. The Partner is entitled and authorised to the following.

- (a) Resale, and/or distribute \_\_\_\_\_ (OEM) products and/or services in India to end users within that Territory.
- (b) Bid, negotiate and conclude a contract with \_\_\_\_\_ for the above products/ services manufactured or supplied by \_\_\_\_\_ (OEM).

\_\_\_\_\_ (OEM) will, within the scope of its agreement with its authorized channels, provide product warranty services and technical support for \_\_\_\_\_ (OEM) products obtained through its authorized channels for a defect liability period mentioned in the Tender document referred above, from the date of installation at \_\_\_\_\_ (Work-site name).

\_\_\_\_\_ (OEM) certify that, the equipments being sold would not be declared End of Sale (EoS) within defect liability period and that \_\_\_\_\_ (OEM) shall supply suitable substitute in case EoS of equipments. Also \_\_\_\_\_ (OEM) certifies that the products being sold would be covered under Warranty/Technical Support and technical support will be available for defect liability period from the date of installation at \_\_\_\_\_ (Work-site name).

If you need any additional information, please contact Mr./Ms. \_\_\_\_\_ at \_\_\_\_\_ (Mobile No.) or \_\_\_\_\_ (E-mail ID).

Yours faithfully,

Name of the person:  
For and on behalf of M/s.

Designation:

Contact Details:

Date:

Place:

(Name of Original Equipment Manufacture-OEM) (Seal of OEM)