

ग्राहक संतुष्टि परम् ध्येव।



NCCF

**भारतीय राष्ट्रीय उपभोक्ता
सहकारी संघ मर्यादित**

**National Co-operative Consumers'
Federation of India Ltd.**

27, मिर्जा गालिब स्ट्रीट, (चौथी मंजिल), कोलकाता - 700 016, 27, Mirza Ghalib Street, (4th Floor), Kolkata - 700 016
NCCF/KOL/GM/2020-21/343 Phone : 2252-2841, 2252-1839, फैक्स / FAX : 2252-6472 Dated : 14/10/2020
ई-मेल / E-mail : nccfkolkata@gmail.com

TENDER NOTICE

Sub. : Participation in e-Tenders (Total 03 nos.) of HIGH COURT OF CALCUTTA for PROCUREMENT OF WOODEN ITEMS, PEST CONTROL AND MISC WORK & PEST RODENT VECTOR CONTROL AND DISINFECTING SERVICES

NCCF, Kolkata branch intends to participate in the aforesaid e-Tenders floated by HIGH COURT OF CALCUTTA for the above mentioned work within 21-10-2020 (as Dussehra Festival will be ensuing in West Bengal & High Court, Calcutta shall remain closed for a long period).

Interested enlisted bonafide, sound and well experienced Supplier(s) are requested contact with NCCF, Kolkata Branch within 20-10-2020 upto 02:00 P.M. alongwith Credential/ Proof of experience for participation in the aforesaid e-tenders on our behalf.

- Basic Rate is to be quoted for the above mentioned items excluding GST. GST amount is to be quoted separately.
- For detailed Specification and quantity to be supplied, e-Tender Notices of High Court, Calcutta are enclosed.
- Selection of Supplier will be made on the basis of Maximum Margin offered for NCCF and lowest rate quoted.
- Tender Fees and EMD as mentioned in the e-Tender Notices of High Court, Calcutta are to be deposited in favour of NCCF, KOLKATA by way of RTGS/ Fund Transfer/ A/c. Payee Cheque/ Demand Draft. Processing Fees to be deposited before High Court, Calcutta separately (in Cash) as per the terms of NIT.
- Other terms and conditions are as per e-Tender terms of High Court, Calcutta.
- NCCF, Kolkata may accept/ reject the offer without any reason whatsoever.

(B.B. Singh)

Branch Manager

NCCF : KOLKATA

Mob. 09883176918

E-TENDER FOR SUPPLY & POST-SUPPLY MAINTENANCE OF 100 (ONE HUNDRED) SUPERIOR QUALITY WOODEN CHAIRS FOR OFFICIAL USE IN THE A.S ESTABLISHMENT OF THE HON'BLE HIGH COURT AT CALCUTTA.

Tender Value: Rs 9,50,000/-
Form of Contract: Item Rate

Tender-Type: Open Tender
Tender Category: Goods

N.I.T issued under Memo No. : 96/E-TENDER/wooden articles dated 12.10.2020

The **Registrar – Administration (Lawazima & Office Management)**, High Court, A.S, **Calcutta** (the 'Tender Inviting Authority' or T.I.A here) invites **afresh** (2nd Call) composite E-Tender from **reputed Concerns with PAN and G.S.T-Registration** for the mentioned supply and related assignment.

PART-A: General Guidance

a. Registration of Bidders: Willing Bidders shall have to enroll and register with Government of West Bengal e-procurement system www.wbtenders.gov.in (hereinafter referred to as "e-Tender portal").

b. Digital Signature Certificate: Willing Bidders must have Class-II or Class-III Digital Signature Certificate (hereinafter referred to as 'DSC').

c. Submission of Bids: The willing Bidders can download NIT and Tender/Bid documents from the e-Tender portal by using DSC. Both Technical Bid and Financial Bid or 'BoQ' (Bill of Quantity) should be digitally signed and submitted concurrently in the e-Tender portal.

PART- B: Technical Bid / Technical Proposal:

a. Technical Bid: The first-part of the instant e-Tender is 'Technical Bid', which will substantiate the eligibility of the Bidder. Technical Bid is essentially the qualifying part, and Financial Bid of only those participants will be opened who may be held to have qualified in the Technical Bid.

PART-C: Financial Bid:

a. Financial Bid: The second-part of the instant e-Tender is 'Financial Bid'. As per relevant Financial Rules, Financial Bid of only such Participants who have fully conformed to the prescribed Eligibility criteria and have passed the Technical Bid will be opened. Such Bid will mandatorily be in the form of '**Bill of Quantities**' ('BoQ').

PART-D: Fees and Deposits:

a. Participation Fees: Participation Fees shall be of two types:- (i) **Processing Fees of Rs 1,000/-** (Rupees One Thousand only) must be timely deposited in Cash with the Cashier, A.S, and (ii) **Tender Fees: Tender Fees of Rs 2,000/- only** (Rupees Two Thousand only) must be deposited. Such Tender Fees will be non-refundable.

b. EMD: EMD of **Rs 5,000/- (Rupees Five Thousand only)** must be deposited by the Bidder **electronically**. EMD of the successful participant will be retained till completion of the entire assignment. EMD of unsuccessful candidates will be returned within 30 (thirty) days from the Date of opening of Financial Bids.

Note: Those Participants who have already deposited such Fees will not be required to further deposit such Fees in the instant 2nd Call.

PART-E: Miscellaneous:

a. All documents **must be free from any sort of ambiguity** and must **not have any corrections and/or alterations** by using correction-fluid.

b. The **T.I.A or T.E.C** may **summon any Bidder** regarding its offer, and **seek clarifications** as well as **seek hard original or copies of relevant documents**. Failure of the Bidder to respond may entail rejection of its Bid.

c. Intending participants should keep in mind that determination of eligibility etc is the rightful and exclusive administrative prerogative of the Hon'ble Court, herein represented by the T.I.A. Hence, unreasonable communications from any party intending to influence the T.I.A for any modifications etc shall not be entertained, and may render its disqualification.

d. The Hon'ble Court reserves the right to reject any Tender / Offer of any participant whose past performance has been held unsatisfactory and/or who has been delinquent and/or who has been held negligent in performing its assignment(s) thereby jeopardizing the interests of the Hon'ble Court and/or other activities which may be held detrimental to the interests of the Hon'ble Court. In this regard, the decision of the Competent Committee of this Hon'ble Court will be final and binding.

e. **Bids should be addressed to** the 'Tender Inviting Authority' being 'The Registrar-Administration (L & O.M), High Court, A.S, Calcutta'.

f. The Hon'ble Court may rightfully exercise any of its administrative prerogatives reasonably and for its best interests, and may issue Work Order in favour of any such participant whose Tender is valid and complete, and whose Tender/Offer has been reasonably regarded as substantially approvable. In this regard, the reasoned decision of the Competent Authority of this Hon'ble Court will be final and binding upon all concerned.

g. All participants should take note that the time-limit for effecting supply(s) will generally be 75 (seventy-five) days from the Date of receipt of Work Order / Award of Contract, whichever is earlier. **In case of delay, Liquidated Damages of Rs 1,000/- for each additional day's delay must be deposited with Cashier, A.S.**

h. Payments will be released subject to availability of funds. 95% of Payment shall be released within 60 (sixty) days, and remaining 5% shall be released after completion of 3 (three) years from the Last Date of Supply.

PART-F: TERMS & CONDITIONS:

a. The '**Terms & Conditions**' related to the present assignment are given hereunder:-

(i) **Supply of 100 (One Hundred) wooden chairs (with anti-termite treatment and asset-numbering) of the following specification:**

- | | | |
|-----|--------------------|------------------------------|
| (a) | Seat dimension: | 18 inch x 22 inch |
| (b) | Arm thickness: | 2 inch x 1.5 inch |
| (c) | Seat Thickness: | ¾ inch |
| (d) | Thickness of Legs: | 2 inch x 2 inch |
| (e) | Back height: | 3 ft |
| (f) | Material: | Good quality wood, Teak-wood |

N.B: *Indicative Photograph of Sample is enclosed with this N.I.T*

(ii) **Post-supply Maintenance** shall mean that the selected supplier shall be responsible for all **minor repairing and polishing** of the chairs during the period of **3 (three) years** starting from the date of completing supply.

(iii) The assignment shall be inclusive of:

- (a) manufacturing **labour-charges**,
- (b) **transportation-cost and labour-cost** during supply and after-sales service,
- (c) **charges for factory-repairing**, if required,

(iv) In all cases, the Joint Registrar (General Administration) or Deputy Registrar (Court Management) or Assistant Registrar (Court Management) [no Officer below the rank of Assistant Registrar] will be competent to endorse/certify Challans and Service Call Reports.

(v) The selected Service Provider shall remain indemnified against any inconvenience to the Hon'ble Court and/or inability to adhere to contract-terms and/or damage(s) caused to the chairs due to pandemic / epidemic, *force majeure*, rampage, fire, uninformed dislocation, dropping of paints/hand-sanitizers/spirits etc, soaking by water etc.

PART-G: Eligibility

a. Only such participants who submit (and unquestionably satisfy) the required documents maybe held 'Eligible' and/or 'Qualified in Technical Bid'.

b. Since the entire assignment involves providing long-term post-Supply maintenance (minor repairing and polishing) it is imperative that the participant must have its registered office in and around Kolkata, and the Hon'ble Court may require that the selected supplier scores minimum 70 (Seventy) out of 100 (One Hundred) in Credentials.

<u>TYPE-1</u>			
1	Copy of PAN of the Bidder	N/A	Mandatory
2	Copy of G.S.T-Registration Certificate	N/A	Mandatory
3	Attested Proof of Registered Office	N/A	Mandatory
4	Affidavit	N/A	Mandatory
<u>Srl</u>	<u>Qualifying Documents</u>	<u>Maximum Marks</u>	<u>Remarks / Explanation / Distribution of Marks</u>
<u>TYPE-2</u>			
5 [#]	Experience in Govt. Sector (in any Govt. Office or Organisation / Govt. Undertaking / Govt. Project / Govt.-approved project / Nationalised Bank / Autonomous or Statutory Body / Defence etc. in the State of West Bengal) During the period starting from 01.04.2018 till the Date of Pre-Bid Meeting.	80 marks	(i) <i>COPYs OF WORK ORDERS (maximum 3 Work Orders) (issued by any Competent Official not below the rank of Assistant Secretary) showing similar nature of work of Minimum Total Order Value of Rs 9 Lakhs: 50 marks</i> (ii) <i>COPYs of WORK ORDERS (maximum 3 Work Orders) (issued by any Competent Official not below the rank of Assistant Secretary) showing similar nature of work of Minimum Total Order Value of Rs 12 Lakhs: 60 marks</i> (iii) <i>COPYs of WORK ORDERS (maximum 2 Work Orders) (issued by any Competent Official not below the rank of Assistant Secretary) showing similar nature of work of Minimum Total Order Value of Rs 12 Lakhs: 70 marks</i> (iv) <i>COPYs of SINGLE WORK OREDR (issued by any Competent Official not below the rank of Assistant Secretary) showing similar nature of work of Minimum Total Order Value of Rs 7.2 Lakhs: 80 marks</i>
6 ^{\$}	Proof of being in Profit during the FYs 2017-18, 2018-19 & 2019-20	20 marks	<i>Full marks for Compliance</i>
<u>NOTE:-</u>			
II	4^{!!}	Strictly in the format provided at Annexure-A, sworn in before Ld. Magistrate of the 1 st Class having Jurisdiction in Kolkata.	
IV	6^{\$}	I.T. Returns for the mentioned F.Ys, filed under the same PAN, should be submitted in support.	
V	3	In and around the City of Kolkata" shall mean and include all Municipal Corporations & Municipalities of/in Kolkata, Bidhan Nagar, Rajarhat - New Town, Howrah, Barasat, Madhyamgram, Kalyani, Gayeshpur, Ranaghat, Barrackpore, North Barrackpore, New Barrackpore, Titagarh, Khardah, Naihati, Halisahar, Kanchrapara, Ashokenagar-Kalyangarh, Habra, Kamarhati, Baranagar, North Dumdum, South Dumdum, Budge Budge, Baruiapur, Rajpur-Sonarpur, Joka, Bally, Hooghly-Chinsurah, Serampore, Baidyabati, Bhadreswar, Rishra, Konnagar, Uttarpara Kotrung, Chandernagar, and Panchayats in adjacent areas.	

TYPE-3

<u>Srl</u>	<u>Qualifying Documents</u>	<u>Remarks / Explanation</u>
7	Declaration in Non-Judicial Stamp Paper as per given format (Submission is mandatory)	As solemn declaration that data and details provided are true and correct. In case, after scrutiny, it is found that a Declaration of any participant does not conform to the documents submitted, the participant's tender will be rejected and it will be blacklisted.
8	Colour Photo (tentative) of Products offered duly authenticated by the Participant.	Mandatory.
9	Description and delineation of Non-Commercial Terms (that is, no RATES in rupee-terms should be mentioned) of the Participant's Offer. This must be submitted in participant's letterhead, in original, duly signed with seal and date.	As basis of Work Order, post finalization of the process.

ANNEXURE-A

(ORIGINAL COPY to be submitted in hard-Copy)

(all pages in Non-Judicial Stamp Paper of Rs 10/- or above)

(By Affidavit)

The Registrar – Administration (L & O.M),
High Court, Calcutta,
Kolkata – 700001.

Ref: Your Tender Notice No. :dated published
under Tender ID :

Sir,

On behalf of, and being duly authorised by M/S, having PAN:
....., I, son/daughter/wife of, having Permanent
Address at, having **accepted** the Terms and Conditions of
the mentioned N.I.T, do hereby **solemnly declared** that:-

- (1) The product(s) offered by us comply with the Technical Specifications.
- (2) We shall strictly adhere to the terms and conditions in case we are awarded the Contract.
- (3) We have not violated any of the Clauses of the referred N.I.T prior to submission of our Bid and Offer.
- (4) We have not changed our PAN and VAT/Service Tax/GST Registration-number/Number, as the case may be, during the last 6 (six) years ending on 31.10.2019.
- (5) We have not been blacklisted and/or penalized in any other form by any Public Authority during the last during the last 7 (seven) years ending on 31.05.2020.

Yours faithfully,

.....

Name of the Signatory:

Designation of the Signatory:

Official Seal of the Signatory:

Place:

Date:

Note: NO MATERIAL CHANGE WHATSOEVER IN THE INSTANT FORMAT WILL BE ALLOWED.

Dates

1.	Date of Issuance of E-Tender Notice (2 nd Call)	12.10.2020
2.	Start Date for Submission of E.M.D	12.10.2020
3.	Start Date for Download of Bid Documents	12.10.2020
4.	Start Date for seeking Clarifications	13.10.2020
5.	Close date for deposition of Processing Fees	17.10.2020
6.	Pre-Bid Meeting Date	17.10.2020 at 3.30 p.m
7.	Close Date for seeking Clarifications	19.10.2020 at 4 p.m
8.	Last Date of providing Clarifications	20.10.2019 at 4p.m
9.	Close Date for Download of Bid Documents	31.10.2020 at 4 p.m
10.	End Date for Submission of EMD	31.10.2020 at 4 p.m
11.	End Date for Submission of Bids	31.10.2020 at 4 p.m
12.	Last Date for mandatory submission of Hard Copies of Technical Bid in the office of Ld. Registrar – Administration (L & O.M), A.S	07.11.2020 at 2 p.m
13.	Opening of Technical Bid	18.11.2020 at 4 p.m
14.	Opening of Financial Bids	24.11.2020 at 4 pm

E-TENDER FOR APPOINTMENT OF SERVICE PROVIDER FOR THE COMPOSITE ASSIGNMENT OF COMPREHENSIVE PEST, RODENT AND VECTOR CONTROL & DISINFECTING SERVICES ETC AND RELATED SUPPLIES IN THE HON'BLE HIGH COURT AT CALCUTTA (EXCLUDING Sesqui Centenary Building) TILL 31.10.2025.

Tender Value: Not Ascertainable

Tender-Type: Open Tender

Tender Category: Services

N.I.T issued under Memo No. : 94/E-TENDER/SERVICES dated 29.09.2020

The **Registrar - Administration (G, I & E), High Court, A.S, Calcutta** (the 'Tender Inviting Authority' or T.I.A here) invites E-Tender for Appointment of Service Provider for the Composite Assignment of **Comprehensive Pest, Rodent & Vector Control & Disinfecting Services etc and related Supplies in the Hon'ble High Court at Calcutta (defined areas)** for appx. 60 months (till 31.10.2025).

PART-A: General Guidance

1. **Registration of Bidders:** Any Bidders willing to participate in the instant e-Tender shall have to enroll and register with www.wbtenders.gov.in by using Class-II or Class-III D.S.C.
2. **Submission of Bids:** The willing Bidders can download NIT and Tender/Bid documents from and submit (upload) their Tenders/Offer in the e-Tender portal by using DSC.

PART- B: Technical Bid / Technical Proposal:

3. **Technical Bid:** The first-part of the instant e-Tender is Technical Bid, which will substantiate the eligibility of the Bidder.

PART-C: Financial Bid:

4. **Financial Bid:** The second-part of the instant e-Tender is Financial Bid (in the form of BoQ). As per relevant Financial Rules, Financial Bid of only such Participants who will be declared/evaluated as passed in the Technical Bid will be held acceptable will be opened.

PART-D: Fees & EMD:

5. **Participation Fees** will be of two types: (a) Mandatory Non-Refundable **Processing Fees (PF)** of **Rs 2,000/-** (Rupees Two Thousand only) should be timely deposited in Cash with the Cashier, A.S. & (b) Mandatory Non-refundable **Tender Fees (TF)** of **Rs 2,000/- only (Rupees Two Thousand only)** should be deposited electronically.
6. **Earnest Money Deposit (EMD):** EMD of **Rs 10,000/- (Rupees Ten Thousand only)** should be deposited by the Bidder **electronically**.
7. **Exemptions, if any:** Participants who intend to claim EMD-exemption must submit their claim with **such relevant and applicable G.O of the Government of West Bengal** which unquestionably and clearly substantiates such claim. In this regard, decision of the Competent Authority of this Hon'ble Court will be final & binding on all concerned.

PART-E: Scope of Work:

(Note: This will be the basic points of post-selection Contract in Non-Judicial Stamp Paper to be executed as per Clause 19)

Section – I :-TYPE OF WORK

8. The assignment, as already stated, is **defined, long-term** (till 31.10.2025, i.e around 5 years) **Comprehensive Pest, Rodent & Vector Control & Disinfecting Service etc along with effecting related supplies** in the premises of the Hon'ble High Court at Calcutta, as defined in **Clause 9** hereinafter. It is a comprehensive and composite long-term assignment involving both services and supplies, and not any piecemeal job.

Section – II :-DEFINED AREAS/SITES

9. In all cases, the premises of the Hon'ble High Court at Calcutta shall mean:-

- (a) **Main Building** (excluding the Heritage Lawn and its immediate precincts but including Hon'ble Judges' Chambers, Offices and Departments etc)
 (b) **Annexe Building**
 (c) **G+2 Extension Building** (beside *Samridhdi* Bhaban), AND
 (d) **Centenary Building**(including basement).

NOTE:

- (i) Offices/Rooms of/used by/allotted to Kolkata Police, P.W.D, Emergency Medical Unit, N.I.C, Ld. A.G, Ld. Add. S.G, Ld. Addl. A.G, Ld. G.P., Ld. Sheriff, HCLSC / HCLSA, Employees' Co-Operative will be **included**.
 (ii) Rooms meant for use of Bar Associations / Bar Library / Incorporated Law Society / Law Clerks' Associations will be **excluded**.

Section – III :-SERVICES INVOLVED

10. The selected Service Provider shall be liable for **containment** of and **protection** from/against:-
 (i) Pests, (ii) Rodents, (iii) Vector (Mosquitoes), AND
 (iv) insects like Wasp, Honey Bees etc.

NOTE: No boring in walls, ceilings and floorings will be allowed.

11. Subject to Clauses 9& 10, the selected Service Provider shall have to carry out:-

- (a) **Pest Control Treatments** twice every quarter (three months); and
 (b) **Rodent Control Treatments** once every quarter (three months); and
 (c) **Anti-Vector Treatments** once every month, and
 (d) **Disinfecting Treatments of all Toilets** once every month.

and

SUPPLIES INVOLVED

- (e) Effecting all required **Supplies**(only in the A.S) of essential disinfectant and/or anti-pest/vector articles/goods meant for official use being:-

<i>Sri</i>	<i>Article (All products should be approved by Bureau of Indian Standards)</i>	<i>Description & Specification, if any (All products should be approved by Bureau of Indian Standards / CDC / WHO, as the case may be)</i>	<i>Estimated Quantity / Requirement (Till 31.12.2023, i.e around 60 months)</i>
1	Vector & Pest Repellant Sprays	Example: "HIT" etc (in sealed Cans) Anti-mosquito, Anti-cockroach	Total 3500 Spray-cans of average 600ml each (i.e total up to 2,100 Litres)
2	Mosquito Repellant Liquid (Refill Packs)	Example: Good Knight / All Out etc	Total 5000 refills
3	Toilet Seat Disinfectant Spray	Example: "Pee" etc	Total up to 1,000 Spray-cans of average 50ml (i.e maximum 50 Litres)
4	Disinfectant Toilet Cleaner	e.g "Harpic"	Total upto 3,000 Litres (in 500ml/ 1Litre containers)
5	Disinfectant Hard Surface Cleaner	Lauryl Alcohol Ethoxylate, Tetra Sodium EDTA, Benzalkonium Chloride Solution (75% or more) based	Total upto 1,200 Litres (in bottles/containers of 250ml/500ml)

NOTE to Clause 11 (e) above:-

- I) Such articles should be supplied for use in A.S only in Forms Section, A.S after consultation with **A.R (Forms & Ledger), or Assistant Registrar-VI, or Deputy Registrar (Accounts)**.
 II) Such articles that will be supplied to Forms Section shall be utilized for official use in the Appellate Side of this Hon'ble Court only, and will not be made available for use by the selected Service Provider. The Service Provider shall use additional materials for performance of its assignment.
 III) The **Deputy Registrar (Accounts) or Deputy Registrar (Court Management) or the Assistant Registrar (Forms & Ledger)** will be the competent quality-controlling and disbursing authority in this respect on behalf of the T.I.A and the Hon'ble Court.

Section – IV :-DEDICATED MANPOWER

12. Subject to Clauses 8, 9, 10 & 11, the selected Service Provider shall be required to use own labour/manpower, articles, machines, equipments, cleanser, chemicals etc for the satisfactory performance during the Assignment-period. In doing so, in order **to meet any sort of exigencies and to oversee the present assignment**, the selected Service Provider shall employ / depute a dedicated **Site Supervisor / Site Co-Ordinator** in this Hon'ble Court during the Contract-period.

PART-F: Miscellaneous terms of the Assignment:

13. All the articles/equipments etc that will be used by the Service Provider during its assignment will be non-returnable and the cost of those should be included in the participant's gross quote.
 14. The safety of the workmen (employed by the selected Service Provider) and its equipments and materials will solely be the responsibility and liability of the selected Service Provider.
 15. The selected Service Provider shall comply with all relevant labour and environmental laws, and shall be solely responsible and/or liable for any compensation in case of any fatal injury / death caused to any of its representatives/employees while performing / discharging their duties in the assigned sites.

16. The selected Service Providers shall be solely responsible for the safety and security & insurance and all sorts of dues/payments/wages/bonus etc of staff deployed/engaged (by it) and this Hon'ble Court shall not interfere in such of its internal arrangement in any way.
17. Under general circumstances, and subject to other Clauses, Service Hours will be 8.30 a.m to 6 p.m and Supply Hours will be 11.30 a.m to 4.15 p.m of Court's Working Days.
18. The Service Provider shall remain indemnified against all sorts of consequences and/or loss/damages/inconveniences arising out of manufacturer's delinquency(s)/fault(s), cases of natural disasters, negligence on part of user(s), rampage, any force majeure, fire, storm, earthquake, explosions, accidents, strikes, war or war-like situation, pandemic/epidemic, outbreak/spread of infections etc from any extraneous and/or uncontrollable cause/source, civil commotion, riot, inability to obtain material, refusal of license or imposition of sanctions, restrictions imposed by Government and other Acts of God.
- 19. Post-selection of Service Provider, Work Order and Award of Contract shall be issued/executed by the Joint Registrar (General Administration), A.S on behalf of this Hon'ble Court.**
20. For all purposes, "Selected Service Provider" shall mean and include its officials, representatives, personnel, assignees, venture-partner(s) etc.
21. **In all cases, the Service Provider will be required to obtain Certifications of Work/Acknowledgement of Deliveries and Supplies from any of the following officials:**
 - (a) **For Works:** From Joint Registrar (General Administration). In his absence or unavailability, from Deputy Registrar (Court Management) or Deputy Registrar (Accounts) or Deputy Registrar (Administration) or Assistant Registrar -VI.
 - (b) **For Supplies:** From A.R (Forms & Ledger) or A.R-VI or Assistant attached to Forms Section.
 - (c) **Requisitions** for goods/articles, after due consultation with the Service Provider, shall be made by A.R (Forms & Ledger) or A.R-VI or Assistant attached to Forms Section.
22. Intending participants should note that determination of eligibility, reasonable evaluation of approvability of any offer etc are the rightful and exclusive administrative prerogatives of the Hon'ble Court, herein represented by the T.I.A.
23. The Hon'ble Court reserves the right to reject any Tender / Offer of any participant whose past performance has been held unsatisfactory and/or who has been delinquent and/or who has been held negligent in performing its assignment(s) and/or other activities which may be held detrimental to the interests of the Hon'ble Court. In all cases, the decision of the Competent Committee of this Hon'ble Court will be final and binding.
24. **Bids should be addressed to** the Tender Inviting Authority being The Registrar-Administration (G, I & E), High Court, A.S, Calcutta'.
25. The Hon'ble Court may rightfully exercise any of its administrative prerogatives reasonably and for its best interests, and may issue Work Order in favour of any such participant whose Tender is valid and complete, and/or whose Tender/Offer has been reasonably regarded as most substantially approvable. In this regard, the reasoned decision of the Competent Authority of this Hon'ble Court will be final and binding upon all concerned.
- 26. Payments will be released in minimum 5 (five) phases during the Contract-period, provided that at least 5% of the Contract-value will be released upon satisfactory completion of the Assignment.**
27. All participants must take note that in case of detection of any sort of serious delinquency by the Service Provider and/or deviation from the terms of Contract by it, its assignment shall get cancelled and it may be additionally charged 25% of Contract-value as 'Liquidated Damages'.

PART-G: Inspection of Site:

28. For quoting a competitive and substantially responsive Bid, an intending Bidder may require to inspect the places/sites of work (with prior access-permission) so as to gain perfect insight into the nature and extent and scope of work. For inspection, intending participants may contact the office of the T.I.A for proper guidance.

PART-H: Eligibility

29. Since the place of work is in Kolkata and Service-Response Time may be too short, and since the assignment is essentially on-site, it is imperative that the selected Service Provider must have its Registered Office in and around the city of Kolkata.
30. For being selected and for being appointed as Service Provider for the current assignment, a participant may be required to score at least 70 (seventy) in 'Eligibility' so as to satisfy the Competent Authority as regards its competence and eligibility.
31. The Competent Authority of the Hon'ble Court requires participants to submit adequate documents as proof of their eligibility and credentials. **The list and relevant details** of documents are given hereunder:

TYPE-1 (Mandatory)			
Srl	Mandatory Documents	Marks	Remarks
1	Copy of PAN of the Bidder	N/A	Must be submitted
2	Copy of G.S.T-Registration Certificate	N/A	Must be submitted
3 [!]	Trade License/ Certificate showing participant's office to be in and around Kolkata.	N/A	Must be submitted
Srl	Qualifying Documents	Maximum Marks	Remarks / Explanation / Distribution of Marks
TYPE-2 (Credentials)			
4	ISO' Certification OR Manufacturer's Authorisation (from its Kolkata Regional Office)	20 marks	a) Only ISO Certification: 10 marks b) Only Manufacturers' Authorisation: 15 marks c) Both ISO Certification and Manufacturers' Authorisation: 20 marks
** 5	Experience in Govt. Sector during the period starting from 01.04.2017 (in any Govt. Office or Organisation / Govt. Undertaking / Govt. Project / Nationalised Bank / Autonomous or Statutory Body / Defence / Municipality / Panchayat etc.)	80 marks	COPY OF WORK ORDERS (issued by any Competent Official not below the rank of Assistant Secretary) showing execution of similar nature of work in <u>West Bengal</u> under maximum 3 (three) different assignments: a) Where Total Order Value is minimum Rs 18 Lakhs in maximum 2 (two) different assignments: 40 marks b) Where Total Order Value is minimum Rs 25 Lakhs in maximum 2 (two) different assignments: 50 marks c) Where Total Order Value is minimum Rs 36 Lakhs in 3 (three) different assignments: 60 marks d) Where Total Order Value is minimum Rs 16 Lakhs in a single assignment: 70 marks e) Where Total Order Value is minimum Rs 24 Lakhs in a single assignment: 80 marks
NOTE:-			
I	3[!]	In and around the City of Kolkata" shall mean and include all Municipal Corporations & Municipalities of/in Kolkata, Bidhan Nagar, Rajarhat - New Town, Howrah, Barasat, Madhyamgram, Kalyani, Gayeshpur, Ranaghat, Barrackpore, North Barrackpore, New Barrackpore, Titagarh, Khardah, Naihati, Halisahar, Kanchrapara, Ashokenagar-Kalyangarh, Habra, Kamarhati, Baranagar, North Dumdum, South Dumdum, Budge Budge, Baruipur, Rajpur-Sonarpur, Joka, Bally, Hooghly-Chinsurah, Serampore, Baidyabati, Bhadreswar, Rishra, Konnagar, Uttarpara Kotrung, Chandernagar, and Panchayats in adjacent areas.	
II	5^{**}	Copy(s) of 'Award of Contract' [or, 'AoC'] or Work Order (WO) should be enclosed. Mere extension of Contract / Assignment shall not be construed as valid Award of Contract / Work Order.	

The following is the list of '**Non-Statutory Documents**' (Type-3)

Srl	Qualifying Documents	Remarks / Explanation
6	Declaration in Non-Judicial Stamp Paper as per given format (enclosed at Annexure-A)[Submission in proper form is mandatory]	As solemn declaration. Declaration must conform to the documents submitted.
7	Description and delineation of Non-Commercial Terms of the Participant's Offer , being:- a) terms and conditions of the participant that are relevant to the assignment b) its offer with offered provision and quantities of supplies/materials and an indicative Bill of Materials. This must be in participant's letterhead, in original, duly signed with seal and date.	As basis of Work Order and/or Terms of Contract, post finalization of the process.

ANNEXURE-A

(1st Page in Non-Judicial Stamp Paper of Rs 10/- or above)

DECLARATION

The Registrar- Administration (G, I & E),
High Court, A.S, Calcutta,
Kolkata – 700001.

Ref: Your Tender Notice No. :dated published
under Tender ID :

Sir,

On behalf of, M/S _____ having PAN: , I,
son/daughter/wife of , in the capacity of _____ , do
hereby declare that we have **accepted** the Terms and Conditions of the mentioned N.I.T.

We do further affirm that we shall use and supply only such products which are approved by Bureau of Indian Standards / C.D.C / W.H.O, as the case may be, and shall strictly adhere to the required specification mandated in Clause 11 of the N.I.T.

We do further **solemnly declare** that if our Bid is accepted, we shall undertake given assignment with due diligence and adhering to all terms and conditions.

Yours faithfully,

.....

Name of the Signatory:

Designation of the Signatory:

Official Seal of the Signatory:

Place:

Date:

Note: NO MATERIAL CHANGE WHATSOEVER IN THE INSTANT FORMAT WILL BE ALLOWED.

Dates

1	Date of Issuance of E-Tender Notice (in Govt E-Portal)	29.09.2020
2	Start Date for Submission of E.M.D	29.09.2020
3	Start Date for Download of Bid Documents	29.09.2020
4	Start Date for seeking Clarifications	29.09.2020
5	Close Date for Deposition of Processing Fees	15.10.2020 at 2 p.m
6	Pre-Bid Meeting Date (online)	15.10.2020 at 3 p.m
7	Close Date for seeking Clarifications (online)	16.10.2020 at 4 p.m
8	Last Date of providing Clarifications	20.10.2020 at 4 p.m
9	Close Date for Download of Bid Documents	28.10.2020 at 4 p.m
10	End Date for Submission of EMD	28.10.2020 at 4 p.m
11	End Date for Submission of Bids	28.10.2020 at 4 p.m
12	Last Date for mandatory submission of Hard Copies of Technical Bid in the office of Ld Registrar – Admin. (G,I & E), A.S	30.10.2020 at 1 p.m
13	Opening of Technical Bid	02.11.2020 at 2.30 p.m
14	Opening of Financial Bids	09.11.2020 at 1 p.m

E-TENDER FOR APPOINTMENT OF SERVICE PROVIDER FOR THE COMPOSITE ASSIGNMENT OF COMPREHENSIVE PEST, RODENT AND VECTOR CONTROL & DISINFECTING SERVICES ETC AND RELATED SUPPLIES IN THE HON'BLE HIGH COURT AT CALCUTTA (EXCLUDING Sesqui Centenary Building) TILL 31.10.2025.

Tender Value: Not Ascertainable

Tender-Type: Open Tender

Tender Category: Services

N.I.T issued under Memo No. : 94/E-TENDER/SERVICES dated 29.09.2020

The **Registrar - Administration (G, I & E), High Court, A.S, Calcutta** (the 'Tender Inviting Authority' or T.I.A here) invites E-Tender for Appointment of Service Provider for the Composite Assignment of **Comprehensive Pest, Rodent & Vector Control & Disinfecting Services etc and related Supplies in the Hon'ble High Court at Calcutta (defined areas)** for appx. 60 months (till 31.10.2025).

PART-A: General Guidance

1. **Registration of Bidders:** Any Bidders willing to participate in the instant e-Tender shall have to enroll and register with www.wbtenders.gov.in by using Class-II or Class-III D.S.C.
2. **Submission of Bids:** The willing Bidders can download NIT and Tender/Bid documents from and submit (upload) their Tenders/Offer in the e-Tender portal by using DSC.

PART- B: Technical Bid / Technical Proposal:

3. **Technical Bid:** The first-part of the instant e-Tender is Technical Bid, which will substantiate the eligibility of the Bidder.

PART-C: Financial Bid:

4. **Financial Bid:** The second-part of the instant e-Tender is Financial Bid (in the form of BoQ). As per relevant Financial Rules, Financial Bid of only such Participants who will be declared/evaluated as passed in the Technical Bid will be held acceptable will be opened.

PART-D: Fees & EMD:

5. **Participation Fees** will be of two types: (a) Mandatory Non-Refundable **Processing Fees (PF)** of **Rs 2,000/-** (Rupees Two Thousand only) should be timely deposited in Cash with the Cashier, A.S. & (b) Mandatory Non-refundable **Tender Fees (TF)** of **Rs 2,000/- only (Rupees Two Thousand only)** should be deposited electronically.
6. **Earnest Money Deposit (EMD):** EMD of **Rs 10,000/- (Rupees Ten Thousand only)** should be deposited by the Bidder **electronically**.
7. **Exemptions, if any:** Participants who intend to claim EMD-exemption must submit their claim with **such relevant and applicable G.O of the Government of West Bengal** which unquestionably and clearly substantiates such claim. In this regard, decision of the Competent Authority of this Hon'ble Court will be final & binding on all concerned.

PART-E: Scope of Work:

(Note: This will be the basic points of post-selection Contract in Non-Judicial Stamp Paper to be executed as per Clause 19)

Section – I :-TYPE OF WORK

8. The assignment, as already stated, is **defined, long-term** (till 31.10.2025, i.e around 5 years) **Comprehensive Pest, Rodent & Vector Control & Disinfecting Service etc along with effecting related supplies** in the premises of the Hon'ble High Court at Calcutta, as defined in **Clause 9** hereinafter. It is a comprehensive and composite long-term assignment involving both services and supplies, and not any piecemeal job.

Section – II :-DEFINED AREAS/SITES

9. In all cases, the premises of the Hon'ble High Court at Calcutta shall mean:-

- (a) **Main Building** (excluding the Heritage Lawn and its immediate precincts but including Hon'ble Judges' Chambers, Offices and Departments etc)
 (b) **Annexe Building**
 (c) **G+2 Extension Building** (beside *Samridhdi* Bhaban), AND
 (d) **Centenary Building**(including basement).

NOTE:

- (i) Offices/Rooms of/used by/allotted to Kolkata Police, P.W.D, Emergency Medical Unit, N.I.C, Ld. A.G, Ld. Add. S.G, Ld. Addl. A.G, Ld. G.P., Ld. Sheriff, HCLSC / HCLSA, Employees' Co-Operative will be **included**.
 (ii) Rooms meant for use of Bar Associations / Bar Library / Incorporated Law Society / Law Clerks' Associations will be **excluded**.

Section – III :-SERVICES INVOLVED

10. The selected Service Provider shall be liable for **containment** of and **protection** from/against:-
 (i) Pests, (ii) Rodents, (iii) Vector (Mosquitoes), AND
 (iv) insects like Wasp, Honey Bees etc.

NOTE: No boring in walls, ceilings and floorings will be allowed.

11. Subject to Clauses 9& 10, the selected Service Provider shall have to carry out:-

- (a) **Pest Control Treatments** twice every quarter (three months); and
 (b) **Rodent Control Treatments** once every quarter (three months); and
 (c) **Anti-Vector Treatments** once every month, and
 (d) **Disinfecting Treatments of all Toilets** once every month.

and

SUPPLIES INVOLVED

- (e) Effecting all required **Supplies**(only in the A.S) of essential disinfectant and/or anti-pest/vector articles/goods meant for official use being:-

<i>Sri</i>	<i>Article (All products should be approved by Bureau of Indian Standards)</i>	<i>Description & Specification, if any (All products should be approved by Bureau of Indian Standards / CDC / WHO, as the case may be)</i>	<i>Estimated Quantity / Requirement (Till 31.12.2023, i.e around 60 months)</i>
1	Vector & Pest Repellant Sprays	Example: "HIT" etc (in sealed Cans) Anti-mosquito, Anti-cockroach	Total 3500 Spray-cans of average 600ml each (i.e total up to 2,100 Litres)
2	Mosquito Repellant Liquid (Refill Packs)	Example: Good Knight / All Out etc	Total 5000 refills
3	Toilet Seat Disinfectant Spray	Example: "Pee" etc	Total up to 1,000 Spray-cans of average 50ml (i.e maximum 50 Litres)
4	Disinfectant Toilet Cleaner	e.g "Harpic"	Total upto 3,000 Litres (in 500ml/ 1Litre containers)
5	Disinfectant Hard Surface Cleaner	Lauryl Alcohol Ethoxylate, Tetra Sodium EDTA, Benzalkonium Chloride Solution (75% or more) based	Total upto 1,200 Litres (in bottles/containers of 250ml/500ml)

NOTE to Clause 11 (e) above:-

- I) Such articles should be supplied for use in A.S only in Forms Section, A.S after consultation with **A.R (Forms & Ledger), or Assistant Registrar-VI, or Deputy Registrar (Accounts)**.
 II) Such articles that will be supplied to Forms Section shall be utilized for official use in the Appellate Side of this Hon'ble Court only, and will not be made available for use by the selected Service Provider. The Service Provider shall use additional materials for performance of its assignment.
 III) The **Deputy Registrar (Accounts) or Deputy Registrar (Court Management) or the Assistant Registrar (Forms & Ledger)** will be the competent quality-controlling and disbursing authority in this respect on behalf of the T.I.A and the Hon'ble Court.

Section – IV :-DEDICATED MANPOWER

12. Subject to Clauses 8, 9, 10 & 11, the selected Service Provider shall be required to use own labour/manpower, articles, machines, equipments, cleanser, chemicals etc for the satisfactory performance during the Assignment-period. In doing so, in order **to meet any sort of exigencies and to oversee the present assignment**, the selected Service Provider shall employ / depute a dedicated **Site Supervisor / Site Co-Ordinator** in this Hon'ble Court during the Contract-period.

PART-F: Miscellaneous terms of the Assignment:

13. All the articles/equipments etc that will be used by the Service Provider during its assignment will be non-returnable and the cost of those should be included in the participant's gross quote.
 14. The safety of the workmen (employed by the selected Service Provider) and its equipments and materials will solely be the responsibility and liability of the selected Service Provider.
 15. The selected Service Provider shall comply with all relevant labour and environmental laws, and shall be solely responsible and/or liable for any compensation in case of any fatal injury / death caused to any of its representatives/employees while performing / discharging their duties in the assigned sites.

16. The selected Service Providers shall be solely responsible for the safety and security & insurance and all sorts of dues/payments/wages/bonus etc of staff deployed/engaged (by it) and this Hon'ble Court shall not interfere in such of its internal arrangement in any way.
17. Under general circumstances, and subject to other Clauses, Service Hours will be 8.30 a.m to 6 p.m and Supply Hours will be 11.30 a.m to 4.15 p.m of Court's Working Days.
18. The Service Provider shall remain indemnified against all sorts of consequences and/or loss/damages/inconveniences arising out of manufacturer's delinquency(s)/fault(s), cases of natural disasters, negligence on part of user(s), rampage, any force majeure, fire, storm, earthquake, explosions, accidents, strikes, war or war-like situation, pandemic/epidemic, outbreak/spread of infections etc from any extraneous and/or uncontrollable cause/source, civil commotion, riot, inability to obtain material, refusal of license or imposition of sanctions, restrictions imposed by Government and other Acts of God.
- 19. Post-selection of Service Provider, Work Order and Award of Contract shall be issued/executed by the Joint Registrar (General Administration), A.S on behalf of this Hon'ble Court.**
20. For all purposes, "Selected Service Provider" shall mean and include its officials, representatives, personnel, assignees, venture-partner(s) etc.
21. **In all cases, the Service Provider will be required to obtain Certifications of Work/Acknowledgement of Deliveries and Supplies from any of the following officials:**
 - (a) **For Works:** From Joint Registrar (General Administration). In his absence or unavailability, from Deputy Registrar (Court Management) or Deputy Registrar (Accounts) or Deputy Registrar (Administration) or Assistant Registrar -VI.
 - (b) **For Supplies:** From A.R (Forms & Ledger) or A.R-VI or Assistant attached to Forms Section.
 - (c) **Requisitions** for goods/articles, after due consultation with the Service Provider, shall be made by A.R (Forms & Ledger) or A.R-VI or Assistant attached to Forms Section.
22. Intending participants should note that determination of eligibility, reasonable evaluation of approvability of any offer etc are the rightful and exclusive administrative prerogatives of the Hon'ble Court, herein represented by the T.I.A.
23. The Hon'ble Court reserves the right to reject any Tender / Offer of any participant whose past performance has been held unsatisfactory and/or who has been delinquent and/or who has been held negligent in performing its assignment(s) and/or other activities which may be held detrimental to the interests of the Hon'ble Court. In all cases, the decision of the Competent Committee of this Hon'ble Court will be final and binding.
24. **Bids should be addressed to** the Tender Inviting Authority being The Registrar-Administration (G, I & E), High Court, A.S, Calcutta'.
25. The Hon'ble Court may rightfully exercise any of its administrative prerogatives reasonably and for its best interests, and may issue Work Order in favour of any such participant whose Tender is valid and complete, and/or whose Tender/Offer has been reasonably regarded as most substantially approvable. In this regard, the reasoned decision of the Competent Authority of this Hon'ble Court will be final and binding upon all concerned.
- 26. Payments will be released in minimum 5 (five) phases during the Contract-period, provided that at least 5% of the Contract-value will be released upon satisfactory completion of the Assignment.**
27. All participants must take note that in case of detection of any sort of serious delinquency by the Service Provider and/or deviation from the terms of Contract by it, its assignment shall get cancelled and it may be additionally charged 25% of Contract-value as 'Liquidated Damages'.

PART-G: Inspection of Site:

28. For quoting a competitive and substantially responsive Bid, an intending Bidder may require to inspect the places/sites of work (with prior access-permission) so as to gain perfect insight into the nature and extent and scope of work. For inspection, intending participants may contact the office of the T.I.A for proper guidance.

PART-H: Eligibility

29. Since the place of work is in Kolkata and Service-Response Time may be too short, and since the assignment is essentially on-site, it is imperative that the selected Service Provider must have its Registered Office in and around the city of Kolkata.
30. For being selected and for being appointed as Service Provider for the current assignment, a participant may be required to score at least 70 (seventy) in 'Eligibility' so as to satisfy the Competent Authority as regards its competence and eligibility.
31. The Competent Authority of the Hon'ble Court requires participants to submit adequate documents as proof of their eligibility and credentials. **The list and relevant details** of documents are given hereunder:

TYPE-1 (Mandatory)			
Srl	Mandatory Documents	Marks	Remarks
1	Copy of PAN of the Bidder	N/A	Must be submitted
2	Copy of G.S.T-Registration Certificate	N/A	Must be submitted
3 [!]	Trade License/ Certificate showing participant's office to be in and around Kolkata.	N/A	Must be submitted
Srl	Qualifying Documents	Maximum Marks	Remarks / Explanation / Distribution of Marks
TYPE-2 (Credentials)			
4	ISO' Certification OR Manufacturer's Authorisation (from its Kolkata Regional Office)	20 marks	a) Only ISO Certification: 10 marks b) Only Manufacturers' Authorisation: 15 marks c) Both ISO Certification and Manufacturers' Authorisation: 20 marks
** 5	Experience in Govt. Sector during the period starting from 01.04.2017 (in any Govt. Office or Organisation / Govt. Undertaking / Govt. Project / Nationalised Bank / Autonomous or Statutory Body / Defence / Municipality / Panchayat etc.)	80 marks	COPY OF WORK ORDERS (issued by any Competent Official not below the rank of Assistant Secretary) showing execution of similar nature of work in <u>West Bengal</u> under maximum 3 (three) different assignments: a) Where Total Order Value is minimum Rs 18 Lakhs in maximum 2 (two) different assignments: 40 marks b) Where Total Order Value is minimum Rs 25 Lakhs in maximum 2 (two) different assignments: 50 marks c) Where Total Order Value is minimum Rs 36 Lakhs in 3 (three) different assignments: 60 marks d) Where Total Order Value is minimum Rs 16 Lakhs in a single assignment: 70 marks e) Where Total Order Value is minimum Rs 24 Lakhs in a single assignment: 80 marks
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I	3[!]	In and around the City of Kolkata" shall mean and include all Municipal Corporations & Municipalities of/in Kolkata, Bidhan Nagar, Rajarhat - New Town, Howrah, Barasat, Madhyamgram, Kalyani, Gayeshpur, Ranaghat, Barrackpore, North Barrackpore, New Barrackpore, Titagarh, Khardah, Naihati, Halisahar, Kanchrapara, Ashokenagar-Kalyangarh, Habra, Kamarhati, Baranagar, North Dumdum, South Dumdum, Budge Budge, Baruipur, Rajpur-Sonarpur, Joka, Bally, Hooghly-Chinsurah, Serampore, Baidyabati, Bhadreswar, Rishra, Konnagar, Uttarpara Kotrung, Chandernagar, and Panchayats in adjacent areas.	
II	5^{**}	Copy(s) of 'Award of Contract' [or, 'AoC'] or Work Order (WO) should be enclosed. Mere extension of Contract / Assignment shall not be construed as valid Award of Contract / Work Order.	

The following is the list of '**Non-Statutory Documents**' (Type-3)

Srl	Qualifying Documents	Remarks / Explanation
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ANNEXURE-A

(1st Page in Non-Judicial Stamp Paper of Rs 10/- or above)

DECLARATION

The Registrar- Administration (G, I & E),
High Court, A.S, Calcutta,
Kolkata – 700001.

Ref: Your Tender Notice No. :dated published
under Tender ID :

Sir,

On behalf of, M/S _____ having PAN: , I,
son/daughter/wife of , in the capacity of _____ , do
hereby declare that we have **accepted** the Terms and Conditions of the mentioned N.I.T.

We do further affirm that we shall use and supply only such products which are approved by Bureau of Indian Standards / C.D.C / W.H.O, as the case may be, and shall strictly adhere to the required specification mandated in Clause 11 of the N.I.T.

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Yours faithfully,

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Designation of the Signatory:

Official Seal of the Signatory:

Place:

Date:

Note: NO MATERIAL CHANGE WHATSOEVER IN THE INSTANT FORMAT WILL BE ALLOWED.

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