

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687798523734

अनुबंध तिथि | Generated Date : 19-Mar-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4745775](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्रकार Type : State Government मंत्रालय Ministry : - विभाग Department : Public Works Department West Bengal संगठन का नाम Organisation Name : PWD ELECTRICAL कार्यालय क्षेत्र Office Zone : OFFICE OF THE CHIEF ENGINEER ELECTRICAL PWD	पद Designation : AE III KOLKATA IT DIVISION संपर्क नंबर Contact No. : 033-22544921-28 ईमेल आईडी Email ID : ae3itpwd@wb.gov.in जीएसटीआईएन GSTIN : 19CALE04156F1DY पता Address : NEW SECRETARIAT BUILDINGS, BLOCK- 'C', 2ND FLOOR, 1, K S ROY ROAD, KOLKATA, WEST BENGAL-700001, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval : Joint Secretary (Works) वित्तीय अनुमोदन का पदनाम Designation of Financial Approval : Joint Secretary (Works)	Role: PAO भुगतान का तरीका Payment Mode: Offline पद Designation : EE KOLKATA IT DIVISION ईमेल आईडी Email ID : eeitpwd@wb.gov.in जीएसटीआईएन GSTIN : - पता Address : NEW SECRETARIAT BUILDINGS, BLOCK- 'C', 2ND FLOOR, 1, K S ROY ROAD, Kolkata, WEST BENGAL-700001, India

विक्रेता विवरण Seller Details
जेम विक्रेता आईडी GeM Seller ID : Z950220006422461 कंपनी का नाम Company Name : JOY MAA TARA ELECTRICAL CO संपर्क नंबर Contact No. : 09831525187 ईमेल आईडी Email ID : joymatara.entp@gmail.com पता Address : JAGAT BERH SRIPALLY, PURBA BARDHAMAN, SRIPALLY, JAGAT BERH, Bardhaman, WEST BENGAL-713103, - एमएसएमई पंजीकरण संख्या MSME Registration number : - जीएसटीआईएन GSTIN : 19AEBPN2584H1ZB

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

#	आइटम विवरण Item Description	आइटम विवरण Ordered Quantity	इकाई Unit	इकाई मूल्य (INR) Unit Price (INR)	कर विभाजन (INR) Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित) Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम Product Name : SITC of Networking Horizontal Single Sheathed Corrugated Steel Tape Armoured CAT6 Cable, Three Years Warranty having minimum technical specification ब्रांड Brand : Molex ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: एचएसएन कोड HSN Code: 85444920	2,440	Mtr	41	NA	100,040
2	उत्पाद का नाम Product Name : SITC of CAT 6 Indoor or Outdoor Information Outlet with RJ45 adapter, GI box and Single face cover plate, Three Years Warranty having minimum technical specification ब्रांड Brand : Molex ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: एचएसएन कोड HSN Code: 85176290	70	No	399.25	NA	27,947.5
3	उत्पाद का नाम Product Name : SITC of 1Mtr CAT6 U UTP PATCH CHORD Cable, Three Years Warranty having minimum technical specification ब्रांड Brand : Molex ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM	52	No	220.48	NA	11,464.96

	श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: एचएसएन कोड HSN Code: 85444920					
4	उत्पाद का नाम Product Name : SITC of 2Mtr CAT6 U UTP PATCH CHORD Cable, Three Years Warranty having minimum technical specification ब्रांड Brand : Molex ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: एचएसएन कोड HSN Code: 85444920	52	No	303.9	NA	15,802.8
5	उत्पाद का नाम Product Name : Supply and laying of 25 mm PVC Pipe with Three Years Warranty ब्रांड Brand : Presto plast ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: एचएसएन कोड HSN Code: 39172310	1,180	Mtr	69.12	NA	81,561.6
6	उत्पाद का नाम Product Name : SITC of Multi Mode DOUBLE SHEATHED STEEL LSZH ARMoured OFC cable ब्रांड Brand : Molex ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: एचएसएन कोड HSN Code: 85447090	355	Mtr	157.32	NA	55,848.6
7	उत्पाद का नाम Product Name : SITC of 10Gb Duplex Multi mode 50 125 OM3 LSZH Armoured Fiber Patch Cable ब्रांड Brand : Molex ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: एचएसएन कोड HSN Code: 85447090	28	No	2,800.73	NA	78,420.44
8	उत्पाद का नाम Product Name : SITC of 10Gb Duplex Single mode 9 125 OS2 LSZH Armoured Fiber Patch Cable ब्रांड Brand : Molex ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: एचएसएन कोड HSN Code: 85447090	10	No	2,562.37	NA	25,623.7
9	उत्पाद का नाम Product Name : SITC of 5 pair unarmoured Telephone Cable ब्रांड Brand : Delton ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: एचएसएन कोड HSN Code: 85444992	790	Mtr	61.97	NA	48,956.3
10	उत्पाद का नाम Product Name : SITC of 20 pair armoured Telephone Cable ब्रांड Brand : Delton ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: एचएसएन कोड HSN Code: 85444992	380	Mtr	343.24	NA	130,431.2
11	उत्पाद का नाम Product Name : SITC of OFC Joint and Closer including all accessories ब्रांड Brand : Molex ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश Category Name & Quadrant : BOQ (Q3) मॉडल Model: एचएसएन कोड HSN Code: 85158090	10	No	2,860.32	NA	28,603.2
12	उत्पाद का नाम Product Name : SITC of Single Phase UPS Power Point to Network Racks ब्रांड Brand : Legrand, Finolex ब्रांड प्रकार Brand Type : Unbranded कैटलॉग की स्थिति Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है Selling As : Reseller not verified by OEM	1	No	42,189.7	NA	42,189.7

श्रेणी का नाम और चतुर्थांश | Category Name & Quadrant : BOQ (Q3)
मॉडल | Model:
एचएसएन कोड | HSN Code: 85044090

कुल ऑर्डर मूल्य | Total Order Value (in INR)

646,890

परोषिती विवरण | Consignee Detail

क्र.सं. S.No	परोषिती Consignee	वस्तु Item	लॉट नंबर Lot No.	मात्रा Quantity	दिनांक के बाद डिलीवरी शुरू करना है Delivery Start After	वितरण पूरा कब तक करना है Delivery To Be Completed By
1	पद Designation :- ईमेल आईडी Email ID : ae3itpwd@wb.gov.in संपर्क Contact : 033-22544921-28 जीएसटीआईएन GSTIN : 19CALE04156F1DY पता Address : NEW SECRETARIAT BUILDINGS, BLOCK- 'C', 2ND FLOOR, 1, K S ROY ROAD, KOLKATA, WEST BENGAL-700001, India	SITC of Networking Horizontal Single Sheathed Corrugated Steel Tape Armoured CAT6 Cable, Three Years Warranty having minimum technical specification	-	2,440	19-Mar-2024	15-Sep-2024
		SITC of CAT 6 Indoor or Outdoor Information Outlet with RJ45 adapter, GI box and Single face cover plate, Three Years Warranty having minimum technical specification	-	70	19-Mar-2024	15-Sep-2024
		SITC of 1Mtr CAT6 U UTP PATCH CHORD Cable, Three Years Warranty having minimum technical specification	-	52	19-Mar-2024	15-Sep-2024
		SITC of 2Mtr CAT6 U UTP PATCH CHORD Cable, Three Years Warranty having minimum technical specification	-	52	19-Mar-2024	15-Sep-2024
		Supply and laying of 25 mm PVC Pipe with Three Years Warranty	-	1,180	19-Mar-2024	15-Sep-2024
		SITC of Multi Mode DOUBLE SHEATHED STEEL LSZH ARMoured OFC cable	-	355	19-Mar-2024	15-Sep-2024
		SITC of 10Gb Duplex Multi mode 50 125 OM3 LSZH Armoured Fiber Patch Cable	-	28	19-Mar-2024	15-Sep-2024
		SITC of 10Gb Duplex Single mode 9 125 OS2 LSZH Armoured Fiber Patch Cable	-	10	19-Mar-2024	15-Sep-2024
		SITC of 5 pair unarmoured Telephone Cable	-	790	19-Mar-2024	15-Sep-2024
		SITC of 20 pair armoured Telephone Cable	-	380	19-Mar-2024	15-Sep-2024
		SITC of OFC Joint and Closer including all accessories	-	10	19-Mar-2024	15-Sep-2024
SITC of Single Phase UPS Power Point to Network Racks	-	1	19-Mar-2024	15-Sep-2024		

विनिर्देश | Specification1

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

टिप्पणी | Note: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

विनिर्देश | Specification10

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

टिप्पणी | Note: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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विनिर्देश | Specification11

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

टिप्पणी | Note: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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विनिर्देश | Specification12

[विशिष्टता दस्तावेज़ | Specification Document](#)

[क्रेता बीओक्यू दस्तावेज़ | Buyer BOQ Document](#)

[बीओक्यू विशिष्टता और सहायक दस्तावेज़ का अनुपालन | Compliance of BOQ Specification And Supporting Document](#)

टिप्पणी | Note: Seller has given an undertaking that it has made arrangements for getting the stores from an authorized distributor / dealer / channel partner of the OEM of the offered product. At the time of delivery of goods, Seller will provide necessary chain documents (in the form of GST Invoice) to prove that the supplied goods are genuine and are being sourced from an authorized distributor / dealer / channel partner of the OEM. In case of any complaint about genuineness of the supplied products, Seller shall be responsible for providing genuine replacement supplies.

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शुद्धिपत्र | Corrigendum

1. तक बढ़ाया गया | Extended Upto : 2024-03-18 21:00:00

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक | Advisory Bank :

NA

ईपीबीजी प्रतिशत (%) | ePBG Percentage(%):

NA

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

- 2.1 *Buyer Added Bid Specific ATC:*
Buyer Added text based ATC clauses

Buyer Added Bid Specific Additional Terms and Conditions

Name of Work: Network Revamping Work at Floor 2nd to 7th, Bhabani Bhawan, Alipore, Kolkata [Job No.:KIT/R W/179 of 23-24], Memo: 4572, Date: 05.03.2024.

1.1.

1.2. **Contract Details for Pre-Bid:**

Office of The Executive Engineer, Kolkata IT Division, PWD at Writers Building, 1st Floor, Block-III, Kolkata, West Bengal - 700 001

Telephone: +91 9831635201, +91 90733 62223 (between 13:00:00hr to 15:00:00hr of Pre-Bid Date: 09.03.2024 at 13:00:00hr).

Online Representation and any others day communication through Telephonic/email shall not be accepted

1.3. **Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following addresses:**

a) Bhabani Bhawan, Alipore, Kolkata

b) *Office of the Executive Engineer, Kolkata IT Division, PWD, at Writers Building, 1st Floor, Block-III, Kolkata - 700 001.*

1.4. **Declaration of Material Stock Availability and Conformation of Delivery within the stipulated time given in BID from bidder.**

1.5. **Delivery is required on 'As and when required basis' within 7 (seven) days of issue of delivery advice, a Declaration from bidder required.**

1.6. **Delay in delivery and installation will lead LD Charge as per GeM norms.**

1.7. **Bidder's offer is liable to be rejected without any explanation if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.**

Clarification Mode for Bid Rejection by any Bidder/OEM has to be through GEM portal only. Telephonic/email communication shall not be accepted for Bid Rejection Clarification.

Online Representation through GeM Portal of any Bidder's will be rejected without any explanation if the concerned bidder doesn't participated in the stipulated PreBid Meeting.

N.B. For any type of illegal allegations or foul speech from any bidder/OEM will be leads towards blacklisting by P.W.Dte., Govt. of West Bengal.

1.8. **The PWD, Govt. of West Bengal reserves the right to assess the capacity and capability of the bidder, should the circumstances warrant such assessments in an overall interest of the owner.**

1.9. **The buyer organization is an institution eligible as per Notification No. 03/2022-Union Territory Tax (Rate), Dtd: July 13, 2022, of Government of India, Ministry of Finance, Department of Revenue as notified by the Government of India and Notification No.: 4691 - FY), Dated: 22 November, 2022 of Additional Chief Secretary to the Government of West Bengal. The goods for which bids have been invited fall under same GST Amendments/Gazette. The Gazette notification to this effect will be issued by Buyer to the Seller after award of the Contract. Sellers are requested to submit their bids after accounting for the GST rate mentioned in the GST Amendments/Gazette (which is given below).**

Applicable rate of GST (for all BOQ Items): 18%

Notification No. and date: "Notification No.: 03/2022-Union Territory Tax (Rate), Dtd: July 13, 2022" and "Notification No.: 4691 - FY), Dtd: November 22, 2022"

1.10. **Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard if any GST miss match. Acceptance of bill and GST reimbursement will be applicable as per Notification No. 03/2022-Union Territory Tax (Rate), Dtd: July 13, 2022, and "Notification No.: 4691 - FY), Dtd: November 22, 2022" rates.**

1.11. **OEM must submit following documents along with bid documents:**

a) BIS, CE, FCC, FCC Part 15 Class A, RCM, VCCI, UL/cUI, CB & ROHS, if applicable,

b) OEM Data Sheet,

c) Manufacturers Authorization Form (MAF)/Certificate with OEM Authorized Signatory details such as name, designation, address, e-mail Id (official) and Phone No. (official) required to be furnished along with the bid.

d) OEM End of Life (EOL) and End of Support Declaration,

e) OEM Malicious Code Certificate.

f) OEM should have ISO 9001:2015, ISO 14001:2015, ISO 27000:2018, ISO 45001:2018 and other relevant certificate.

- g) As per GEM GTC, Confirmation of Comprehensive Warranty/Subscription License including service and labour for 03(Three) Years after commissioning with all supplied accessories from OEM.
- h) Compliance of BoQ specification with Make, Model and supporting document from OEM.
- i) OEM should have Manufacturing experience with Indian registration and operational since last 10 (ten) years. Supporting Certificate of Incorporation should be submitted along with online tender submission.
- j) Escalation Matrix for Service Support for OEM.
- k) Declaration of Material Stock Availability and Conformation of Delivery within the stipulated time given in BID from OEM only.
- l) Audited balance Sheet & Profit & Loss Account for consecutive 03 years within last 04 financial year (with auditor signature in each page and membership no.).
- m) For any replacement items in the period of AMC, Material Authentication Letter must be produced to the authority from OEM only, with bid submission and before installation.
- n) Deceleration of ATC 1.41 (a & b).

1.12. Bidder must submit following documents along with bid documents:

- a) Availability of Registered Office and Service Centres: Bidder must have a Functional Registered Office and Service Centre in the State of each Consignee's Locations in case of service, support, carry-in warranty, etc. throughout warranty period. Bidder need to submit the proper supporting Documents.
- b) Bidder needs to furnish valid latest Trade License, Income Tax Return for last 03(three) years, Professional Tax Clearance Certificate, PAN Card, GST Registration Certificate.
- c) The Bidder must have at least ISO 9001:2015 Certification. Copy of the Certificate needs to be submitted.
- d) Compliance of BoQ specification with Make, Model.
- e) Confirmation of Bid Specific ATC with supporting Documents, & ATC.
- f) Declaration of Material Stock Availability and Conformation of Delivery within the stipulated time given in BID from bidder.
- g) Escalation Matrix for Service Support for Bidder.
- h) Audited balance Sheet & Profit & Loss Account for consecutive 03 (three) years within last 04 (four) financial years (with auditor signature in each page and membership no.).
- i) Installation Deceleration, etc.
- j) Deceleration of ATC 1.41 (b & c).

1.13. Warranty / Guarantee: Warranty period of the supplied products shall be 03 (Three) years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods at consignee location.

- a) All equipment and materials shall be new and in accordance with the Contract Documents, shall be free from any defect due to faulty design, materials and / or workmanship.
- b) All works shall be in accordance with the contract documents and free from any defect and omission.
- c) The Project on entirety will have thirty-six (36) months warranty from the Go-Live date.
- d) For any Supply or Service item, if not otherwise mentioned, warranty will be thirty-six (36) months from the date of commissioning or forty-two (42) months from the date of supply whichever is earlier.

1.14. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods or the date of commissioning. The seller should guarantee the rectification of goods in case of any breakdown during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centers near consignee destinations are to be uploaded along with the bid.

1.15. Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

1.16. Bidders shall quote only those products in the bid which are not obsolete in the market and has at least 5 (five) years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

1.17. No deviation is allowed in respect of the terms & conditions detailed in the tender paper. Any tender having such deviation will be liable for rejection at any stage of evaluation.

1.18. Earnest Money Deposit Rupees @2% of the Quoted amount is to be deposited in the form of Bank Draft from any scheduled bank, (drawn in favor of "Executive Engineer, PWD, Kolkata IT Division") payable at Kolkata and a photocopy Bank Draft need to be upload at the submission of BID as documents attached as per PWD Norms and WBF 2911/ WBF 2908.

- a. The original Bank Draft of bidder (with forwarding letter) need to submit before any working day "End of the Bid Submission" date upto 17:00:00hr to the Office of The Executive Engineer, Kolkata IT Division, PWD at Writers Building, 1st Floor, Block-III, Kolkata, West Bengal - 700 001.
- b. Bidder participation will be rejected if the original Bank Draft has not reach within the given stipulated time mentioned.
- c. After declaration of L1 bidder and generating GeM contract/order agreement, All, others bidder DD will be released as per Govt. Norms (PWD).
- d. After completion of the work, L1 bidder can claim the same as per Govt. Norms (PWD).

e. Without EMD submission documents bid will be rejected without any explanation.

f. EMD exemption is not applicable for any category bidder.

- 1.19. Additional Performance Security @ 3% or @10% (including @2% Earnest Money Deposit) and Labour Welfare Cess @ 1% of the tendered amount shall be obtained from the successful bidder at time of billing within the full warranty period and after completion of the work bidder can claim the same as per Govt. Norms and as per PWD Norms and WBF 2911/WBF 2908 for all category of items/tender.
- 1.20. Awarding of the work-order will be done as per contract clauses in GEM & WBF 2911/WBF 2908. For WBF 2911/WBF 2908 agreement a Fees will be applicable as per WB Govt. norms separately.
- 1.21. A Special Terms and Conditions with WBF 2911/WBF 2908 attached in BOQ Specification Documents. A sign and stamp copy of the same has to be uploaded with ATC documents.
- 1.22. The work will have to be executed in strict compliance with the PWD terms and conditions as per WBF 2911/WBF 2908.
- 1.23. The successful bidder/agency will have to execute the agreement as per WBF 2911/WBF 2908 and all further transactions in terms of work execution will be governed by the stated agreement.
- 1.24. Cost of WBF 2911/WBF 2908, set of specification etc. will have to be purchased by paying stipulated nonrefundable fees online in GRIPS portal before execution of agreement as stated.
- 1.25. The layout for the work will be delivered by the Engineer-in-charge, PWD before commencement of execution/part of execution as per site conditions and work has to be executed in full compliance.
- 1.26. Work may involve execution beyond normal office hours and work may have to be carried out in odd hours, Sundays and holidays as per site availability.
- 1.27. Loss or Damage of property at worksite due to act of the agency will have to be compensated by the agency except conditions under force majeure.
- 1.28. Arrangement and cost towards Power supply, logistics, security of materials before handing over will have to be borne by the agency.
- 1.29. The work has to be executed observing extreme caution not to disturb/damage/hinder any of the existing installations at authority location and functioning of the office should not be affected under any circumstances by direct/indirect act of the agency.
- 1.30. Hierarchy in the agency responsible for execution, supervision and monitoring of the project should be handed over with all details to the Engineer-in-Charge in writing prior to commencement of execution at site. Any change in the hierarchy to be intimated within 24 Hours to the Engineer-in-Charge officially in writing.
- 1.31. Dedicated/ toll Free Telephone No. for Service Support: BIDDER and OEM must have Dedicated/ toll Free Telephone No. for Service Support.
- 1.32. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
- 1.33. Escalation Matrix For Service Support: Bidder and OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
- 1.34. End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
- 1.35. Experience Criteria: The OEM should have regularly, manufactured, and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 10 (Ten) years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
- 1.36. Experience Criteria: The Bidder should have regularly, Supply, SITC, Annual Inclusive Maintenance work, and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 05 (five) years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
- 1.37. ISO 9001, ISO 14000, ISO 27000: The OEM of the offered products must have ISO 9001, ISO 14000, ISO 27000 certification.
- 1.38. Malicious Code Certificate:

The seller should upload following certificate in the bid:

.. This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to:

- a) Inhibit the desired and designed function of the equipment.
- b) Cause physical damage to the user or equipment during the exploitation.
- c) Tap information resident or transient in the equipment/network.

.. The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

- 1.39. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
- 1.40. Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.
- 1.41. Timely Servicing / rectification of defects during warranty period:

Digitization equipment must maintain the originality of the actual documents as per govt. norms.

- a) Timely Servicing / rectification of defects during OEM warranty period for OEM: After having been notified of the defects / service requirement during warranty period, OEM has to complete the required Service / Rectification within 02(two) days' time limit. If the OEM fails to complete service / rectification within defined time limit, a Show-Cause has to be issued for each 03(three) days of delay from the OEM. Cumulative Penalty in the form of Show-Cause cannot exceed more than 05(five) or 15(ten) days of delay after which the OEM has to replace the actual material with same or higher within 07(seven) days else Authority will process for Blacklisting the OEM to participate in any Bid published by the concerned Department or Govt. of West Bengal.
 - b) If found any Digitization documents originality if not maintained as per govt. norms (95% of the actual documents color, sharpness, etc.) by any OEM then Authority will process for Blacklisting the OEM and bidder has to replace with others reputed make product with same specifications or higher within 07(seven) days. [for Scanner, Brother Make Scanner will not be accepted by PWD authority due to lack of maintained Digitization originality]
 - c) Timely Servicing / rectification of defects during OEM warranty period for Bidder: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 2 days' time limit. If the Seller fails to complete service / rectification within defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG). Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.
- 1.42. To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): "BIS, OEM Data Sheet, MAF, EoL Declaration, Malicious Code Certificate; As per GEM GTC, Confirmation of Comprehensive Warranty/Subscription including service and labor from OEMs; Compliance of BoQ specification and supporting document, ISO 9001; Confirmation of Bid Specific ATC with supporting Documents, & ATC".
- 1.43. Outsourcing of contract
- a. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
 - b. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
 - c. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Seller's obligations there under.
- 1.44. Upload Manufacturer authorization: Wherever Authorized Distributors are submitting the bid, Manufacturers Authorization Form (MAF)/Certificate with OEM details such as name, designation, address, e-mail ID (official) and Phone No. (official) required to be furnished along with the bid.
- 1.45. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
- i) The Seller fails to comply with any material term of the Contract.
 - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipu

- lated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

1.46. Successful bidder will have to ensure that the relevant original delivery receive, OEM Warranty Updated Certificate (update must be shown in OEM Website Only), Installation reports for the all the BOQ item must be submitted to the tender authority. Only after receiving /ensuring of the above all relevant document then only payments will be made. If the site is ready for installation of the items, then with the proper permission of tender authority Successful bidder may submitted the Installation Deceleration that "as per requirement of authority, whenever required for On-time (single) installation of the items will be provided by Successful bidder" and must be accepted by tender authority.

1.47. Without Proper Installation report / Installation Deceleration and OEM Warranty Updated Certificate no payment will be made by tender authority.

1.48. All Items Warranty must be updated to the OEM Website only.

1.49. All Hardware, Software is to be delivered in the consignee location mentioned the cost to be borne by the Bidders.

1.50. The bidder must provide the plan/arrangement for installation and warranty services to be provided at site.

1.51. Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of supply) is to be carried out by OEM/OEM Certified resource or OEM authorized Reseller.

1.52. **IMPORTED PRODUCTS:** In case of imported products, OEM or Authorized Seller of OEM should have a registered office in India to provide after sales service support in India. The certificate to this effect should be submitted.

1.53. Installation, Commissioning, Testing, Configuration, Training (if any - whichever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorized Reseller.

1.54. **Availability of Service Centres:** Bidder and OEM both must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. If service center is not already there at the time of bidding, successful bidder and OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

1.55. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

1.56. The Bidder and OEM of Items Mentioned in BOQ should not have been blacklisted by any Government / National or State level PSUs/ Reputed Private Companies and should not be involved in any litigation encompassing corrupt or fraudulent practices by any of the Government agencies in India or anywhere. An undertaking in this regard should be submitted by the bidder in the form of affidavit.

1.57. **Bidder Turn Over Criteria:** The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

1.58. **OEM Turn Over Criteria:** The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.

1.59. The Bidder should have executed project for supply and installation / commissioning of same or similar Category Products during preceding 3 financial years (i.e. current year and three previous financial years) as on opening of bid, as per following criteria:

- (i) Single order of at least 40% of estimated bid value; or
- (ii) Two orders of at least 30% each of estimated bid value;

Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid. In case of bunch bids, the Category related to primary product having highest bid value should meet this criterion.

1.60. IT equipment shall be IPv6 ready from day one.

- 1.61. **Scope of supply (Bid price to be include all cost components): Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any).**
- 1.62. **Equipment offered shall have complete DATA sheets and detailed description on OEM web sites.**
- 1.63. **Buyer reserves the right to postpone schedule of material supply after finalization of order by 6 months without any additional cost implication.**
- 1.64. **Audited Balance sheet of bidder FOR last 3 years or from the date of incorporation if incorporation date is less than 9 months is required.**
- 1.65. **Loading and unloading at yard will be under the scope of the supplier.**
- 1.66. **Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the service request in a time bound manner and for ensuring timely servicing / rectification of defects during warranty period, as per service level agreement indicated in the relevant clause of the bid.**
- 1.67. **Office of the Service Provider is required to be located at a place near to the consignee(user) for sake of better co-ordination, smooth services and other administrative factors. In support, service provider will give details of office address, landline number, Contact Person and his mobile number along with bid failing which there offer will not be considered.**
- 1.68. **PAST PERFORMANCE CRITERIA: In respect of the filter applied for Past Performance Criteria, the Bidder or its OEM {themselves or through reseller(s)} should have supplied same or similar Category Products for quantity as indicated in the bid document, in at least one of the last three years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts to be submitted along with bid in support of quantity supplied in the relevant year.**
- 1.69. **Replacement under warranty clause shall be made by the Seller free of all charges at site including freight, insurance and other incidental charges. During the warranty period, the Seller shall remain responsible to arrange replacement in next Business Day (NBD) and for setting right at his own cost any equipment installed by him which is of defective manufacture or design or becomes unworkable due to any cause whatsoever. The decision of the Buyers representative in this regard to direct the contractor to attend to any damage or defect in work shall be final and binding on the Seller**
- 1.70. **WBF 2911 as given below**

2.2 Buyer Added Bid Specific ATC:

Buyer uploaded ATC document [Click here to view the file](#).

2.3 Service & Support:

Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.

2.4 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.5 Service & Support:

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

2.6 Scope of Supply:

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

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