

No.: WBKP/CP/NIT-272/FIBRE CONNECTION/SWDD/TEN, Dated: 24.06.2025

# e-Tender SUPPLY & INSTALLATION OF DIFFERENT ITEMS FOR FIBRE CONNECTION FROM BACK PACK SECTION TO SUPERIOR'S ROOM ON THE SOUTHERN BUILDING OF KOLKATA POLICE



#### **KOLKATA POLICE DIRECTORATE**

Tender Section, 18, Lalbazar Street, Kolkata – 700 001.

Ph.: (033) 2250 5275

e-Mail: tendersection@kolkatapolice.gov.in

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#### **NOTICE INVITING E-TENDER**

e-Tenders are invited by the **Commissioner of Police, Kolkata** from the bonafide Dealers/Original Equipment Manufacturers/System Integrator (SI)/Traders/Registered SSI Units/Industrial Undertakings/Organizations own and managed by Govt. based on Medium and Large Scale units for **Supply & Installation of different items for Fibre Connection from Backpack Section to Superior's Room on the Southern Building for the Live Backpack feed including Conference Room (I) of Kolkata Police.** 

The detailed e-Tender document can be downloaded from <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>. Bidder has to submit their bid correctly duly digitally signed in this portal online. Necessary link may also be followed at Kolkata Police Official website – <a href="https://www.kolkatapolice.gov.in">https://www.kolkatapolice.gov.in</a>.

Name of Work	Supply & Installation of different item Connection from Backpack Section to on the Southern Building for the Live I including Conference Room (I) of Kolk	Superior's Room Backpack feed	
Quantity	As per BOM		
Estimated Cost	Rs. 9,86,980/- (Rupees none lakhs eight nine hundred eighty) only including GS	-	
Earnest Money Deposit	Rs.20,000/- (Rupees twenty thousand) only through online submission. No alternative will be accepted.		
Type of Bid	Two-bid systems (Technical & Financia	l Bid).	
Date of Uploading of NIT Documents Online (Publishing Date)	25.06.2025 at 15.00 hrs.		
Documents Download start Date & Time (Online)	25.06.2025 at 15.00 hrs.		
Pre-Bid meeting Date & Time	may be arranged, if required.		
Bid submission Start Date & Time (Online)	28.06.2025 at 15.00 hrs.		
Documents Download End Date & Time (Online)	04.07.2025 up to 15.00 hrs.		
Bid submission Closing Date & Time (Online)	04.07.2025 up to 15.00 hrs.		
Technical Bid opening Date & Time	07.07.2025 at 15.00 hrs.		
<b>Technical Demonstration Date &amp; Time</b>	To be intimated later.		
Financial Bid Opening Date & Time	To be intimated in due course.		
Delivery Period	<b>60 days</b> from the date of issuance of W	ork/Supply Order.	
Validity of Offers	120 days from the date of opening of	Financial Bid.	
Tender Opening Location	Office of the Commissioner of Police, Kolkata.  18, Lalbazar Street, Kolkata – 700 001.		
Contact Details	Tender Section –  18, Lalbazar street, Kolkata - 700 001. (Ground floor of Kolkata Police Hqrs.) Phone: (033) 2250 5275	On any working day during office hours (10:00 hrs. to 17:30 hrs.)	
	e-Mail – <u>tendersection@kolkatapolice.gov.in</u>		

Bidders are requested to read the instruction carefully before submission of e-Tender.

Sd/for Commissioner of Police, Kolkata

# PART - A

#### I. <u>DEFINITIONS</u>

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

#### II. PRE-BID QUALIFICATIONS

#### 1. Company Registration:

The responding Bidder should be registered under statutes of India. The organization should be of repute and be incorporated/registered in India.

#### 2. Trade Licence/Professional Tax/IT Return:

The responding Bidder should have valid Trade Licence issued by the competent authority for similar type of works and also valid Professional Tax Certificate & Income Tax Clearance Certificate.

#### 3. Undertaking Regarding Blacklisting:

- a) The bidder should not have been blacklisted by any Central/State Government/Public Sector Undertaking for the tendered item and/or any other item. An undertaking in this regard should be submitted by the bidder in the form of affidavit (Annexure-III), otherwise the bid shall be summarily rejected.
- b) If the selected firm is found/detected Blacklisted by any Central/State Government/Public Sector Undertaking (for the tendered item or any other item) at any stage of procurement process, the acceptance of the selected firm and/or the supply order etc., if issued would be treated as cancelled and the contract in whole will be terminated with immediate effect without any intimation to the concerned firm.
- In this case the EMD/SD will be forfeited and the Commissioner of Police, Kolkata reserves the right to initiate the proceedings against the selected vendor. In this regard, the Commissioner of Police, Kolkata reserves the right to select the second lowest (L2) vendor for supply of the tendered item. The decision taken by Kolkata Police authority in the matter will be treated as full & final in this regard. The bidders will have to furnish an undertaking in this matter in the form as given in Annexure-III.

#### 4. Undertaking Regarding Acceptance of the Terms & Conditions:

The bidders shall have to submit an undertaking regarding acceptance of the Terms & Conditions of the NIT in <u>Annexure-I</u>.

#### 5. Insolvency/Criminal Activities:

In case of Partnership/other Firm –

- a) None of the partners/owner should be insolvent, in receivership, bankrupt or being wound up and their affairs are not being administered by the Court or a judicial officer, their business activities have not been suspended and subjected to any legal proceedings.
- b) None of the partners/owner should have been convicted of any criminal offence related to professional conduct or of the making of false statement or misrepresentation as to their qualifications.
- c) The act of the breach of performance of the contract by any of the partners shall be binding on the firm.

d) The bidder shall be construed to mean the prime bidder and all clauses as are applicable to a bidder shall also be applicable to the prime bidder.

#### 6. Annual Turnover:

The bidder is desirable to have had an Annual Turnover of Rs. 8.0 lakhs only for the last financial year.

A certificate from Chartered Accountant should be attached stating the annual turnover.

#### 7. Credentials

Documents in the form of work completion certificates & payment certificates of executing similar nature of works have done not less than 50% of the estimated cost, which is applicable for eligibility in this tender.

#### 8. Work Experience:

The Bidder should have experience in the relevant field for at least last 3 (three) years.

#### 9. **PAN No.** :

The bidder should have in its name PAN (Permanent Account Number) with Income Tax authority in India.

#### 10. Goods & Services Tax (GST):

The bidder should have Goods & Services Tax Identification Number (GSTIN) in India in its name.

#### 11. Employees/Manpower under the Bidder:

The bidders should have sufficient nos. of technically qualified support staff on their roles. A declaration in this respect has to be submitted.

#### III. INFORMATION FOR THE BIDDER

#### 1. Office for Communication:

The Bidder must have permanent operational office under KMDA jurisdiction (provide Trade Licence evidencing the address). The Bidder should mention in detail their support infrastructure including Address, Contact Phone/Mobile No., Fax No., e-Mail ID etc. and modalities by which fast response to maintenance calls and minimum downtime will be ensured.

#### 2. Responsibility:

- a) It is the responsibility of the Bidder to submit the bid in the formats given and as per the terms & conditions of the tender documents. In the event of any doubt regarding the terms & conditions/ formats, the Bidder concerned may seek clarifications from the authorized offices of Kolkata Police mentioned on <a href="Page-3">Page-3</a> of this document. If required Kolkata Police may issue corrigendum during this tender period.
- b) All items in the Tender should be clearly mentioned along with its Brand & Parts Serial No. The items may be from different manufacturers, but the Bidders should provide one certificate owning the responsibility of integration along with concerned manufacturers' authorization for such items as well as the existing infrastructure.
- c) The Bidder should also give an undertaking in the form of an affidavit that the Hardware & Software supplied by the vendor is genuine and does not contain/used or any refurbished parts/software and should not have any malware etc.

#### 3. Brochures:

Scan copy Brochures (Product Catalogue) of the item(s) must be uploaded alongwith bid.

#### 4. Earnest Money Deposit (EMD):

Intending bidder has to deposit the Earnest Money Rs.20,000/- (Rupees twenty thousand) only through online submission. No alternative will be accepted. Annexure-II may be referred for this purpose.

#### 5. EMD Exemption:

Firms registered as a Small Scale Industry/MSME/NSIC/C&SSI Department, West Bengal may, however, be exempted from depositing Earnest Money on production of satisfactory documents in support of their claim.

#### 6. Taxes & Other Clearance Certificates:

- a) All bidders shall have to submit copy of the valid Trade License, GSTIN and Professional Tax along with tender on West Bengal e-Tender portal. Tenders received without such certificates will not be considered.
- b) Any claim of GST or any other prevalent Taxes & Duties, if applicable, should be clearly mentioned against the rate of item.

#### 7. Pre-Bid Meeting:

Pre-bid Meeting may be arranged, if required. in Lalbazar Kolkata Police Headquarters with the interested bidders. Bidder can send their queries through e-mail to Tender Section, KPD (tendersection@kolkatapolice.gov.in). Participation in the Pre-Bid Meeting will be limited to two persons per bidder along with valid authorization.

#### 8. Canvassing:

Any attempt of canvassing on the part of the bidders will render their tender liable to rejection summarily.

#### 9. Type of Bid:

The tender shall comprise of two-bid systems namely –

- (i) **Technical (Fee/PreQual/Technical)** The technical bid consisting of all technical details along with commercial terms and conditions;
- ii) Financial (Finance) Financial bid indicating item-wise price for the items mentioned in the BoQ.

#### 10. Submission of Bids:

Tenders are to be submitted online within the prescribed date & time using the Digital Signature Certificate (DSC).

- **A) Technical Proposal** Scanned documents (.PDF) will have to be uploaded under the cover named **"Fee/PreQual/Technical"** containing the following folders:
  - i) EMD/Exemption Certificate (i.e. proof of RTGS/NEFT or SSI/NSIC/MSME certificates),
  - ii) NIT (The .pdf of the NIT may be uploaded directly and digitally signed),
  - iii) **Technical Documents** (i.e. Compliance of Technical Specifications, Product Catalogue/Brochure etc.),
  - iv) Other Important Documents (OID) The following documents must be uploaded, otherwise bids could not be submitted online:

SI. No.	Category Name	Sub-Category Description	Detail(s)
A.	Certificate(s)	Certificate(s)	GSTIN (Valid) PAN P Tax (Challan) (if applicable) Latest IT Acknowledgement
В.	Company Detail(s)	Company Detail	Proprietorship Firm (Valid Trade License) Partnership Firm (Partnership Deed, Valid Trade License) Ltd. Company (Incorporation Certificate, Valid Trade License) Society (Society Registration Copy, Valid Trade License)
C.	Credential	Credential	<ul><li>Work Completion Certificates</li><li>Payment Certificates</li></ul>
D.	Financial Info	P/L and Balance Sheet	<ul><li>Balance Sheet (Last year).</li><li>Profit &amp; Loss A/c (Last year).</li></ul>
E.	Declaration	Declaration	<ul> <li>Undertaking Regarding Blacklisting to be submitted in the form of affidavit (<u>Annexure – III)</u>.</li> <li>Undertaking regarding acceptance of Terms &amp; Conditions of NIT as per <u>Annexure – I</u>.</li> </ul>
F.	Manpower	Employee/ Technical Personnel	Self Declaration

**Note**: Tender/bid documents need not be signed, stamp and scanned for upload. The pdf of the document may be uploaded directly and digitally signed. Unnecessary documents need not be uploaded. Scanning of documents should be at **150 dpi.** File extension type .rar may be discontinued except for World Bank and Asian Development Bank tenders. **Only .pdf files should be uploaded with minimum file size**.

- v) Other Documents (i.e. documents are not listed in the Table above),
- vi) Checklist (as per Annexure-IX).

#### B) Financial Proposal -

Financial bid should be uploaded under the cover named "Finance" containing the folder BOQ.

a) The bidder is to quote the rate online through computer in the space marked for quoting rate in the BoQ. The base price (rate per unit) shall be quoted in the space earmarked for the same. Tax and duties shall have to be mentioned separately in the columns provided for the purpose.

b) The BOQ must not be modified/replaced by the bidder. The bidder should upload the downloaded BOQ after filling the relevant columns; else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.

#### 11. Evaluation Process:

#### A) Opening of Technical Proposal –

- i) A Committee comprising of senior officers of Kolkata Police will open and assess the Technical bid of the Tender.
- ii) Cover for technical documents will be opened. Decrypted (transformed into readable formats) documents will be downloaded & handed over to the "Tender/Technical Committee". If there is any deficiency in the documents the tender will summarily be rejected.
- iii) During evaluation the committee may summon the bidders & seek clarification/information or additional documents or original hard copy of any of the documents already submitted.
- iv) If any bidder fails to produce the original hard copies of the documents on demand of the "Tender Committee" within a specified time frame and if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the bidder and action may be referred to the appropriate authority for prosecution as per relevant law.
- v) Summary list of technically qualified bidders will be uploaded online.

#### B) Opening of Financial Proposal -

The Financial bids of technically qualified bidders only will be considered for financial bid evaluation. Lowest financial bid will be designated as L1. Second lowest as L2 and so on.

#### 12. Demonstration:

The demonstration of the item/equipment will have to be arranged by the bidder before the Tender committee during technical evaluation on a convenient date after opening of the technical bid. If any or all the items/equipment are not found suitable and/or up to the mark by the members of the Tender Committee, the same shall be liable to be rejected. The decision of Tender Committee and/or any other Committee constituted for the purpose will be taken as final. The bidder is liable for the cost of equipment/product of demonstration and Kolkata Police will never accept the demonstrated item(s) at the time of delivery.

#### 13. Tender Acceptance & Rejection:

The following considerations shall be taken into account while evaluating the bids –

- i) Whether the goods and services offered are as per the requisite tender specifications in the document.
- ii) Whether the bidder has submitted all the information/documents as required to be submitted along with the Bid.
- iii) Bidders with variance/contradiction between Technical Bid and Financial Bid will be liable for rejection.
- iv) Bidders submitting incomplete information, subjective and conditional offers as well as partial offers will be liable for rejection.
- v) Tenders with the Technical Bid not containing EMD amount/EMD exemption certificates will be summarily rejected.
- vi) In addition to the above rejection criteria, if there is non-compliance of any of the other clauses of this Tender Document, the tender is liable for rejection.

#### 14. Letter of Intent/Acceptance (LoI/LoA):

- i) On completion of e-Tender formalities, Letter of Intent (LoI)/Letter of Acceptance (LoA) will be issued in favour of the selected bidder (L1).
- The instant e-tender accepted rate of the tendered items will remain valid for 01 (one) year from the date of issuance of LoI/LoA.
- iii) Commissioner of Police, Kolkata reserves the right for placement of work order at any time during the validity period of the tender and the contractor will be bound to execute the work as per accepted rate.

#### 15. Work Order:

Work order will be issued subsequently after completion of required formalities.

#### 16. Security Deposit (SD):

- The contractor shall have to deposit a sum equivalent to **10%** of the total value of the Work Order (excluding admissible Taxes/GST) as Security Deposit in the form of Bank Guarantee/Bank Deposit Receipt, National Savings Certificate issued by the Post Office (P.O.) duly pledged in favour of the Commissioner of Police, Kolkata or in a Savings Bank Pass Book pledged to the Commissioner of Police, Kolkata or in Government Securities endorsed to the Commissioner of Police, Kolkata or FDR (of Scheduled Bank) valid till the expiry of the warranty period and to furnish an undertaking in the prescribed form (Annexure-IV) and also execute an agreement (Annexure-VI) within 10 days from the date of issue of the Work Order failing which the Letter of Acceptance (LoA)/Work Order may liable to be cancelled.
- The Security Deposit will be released after completion of the whole project i.e. after satisfactory completion of the comprehensive warranty period. **Security Deposit will not carry any interest.**
- iii) In the event of the contractor fails to make Security Deposit, Commissioner of Police, Kolkata may, at his discretion, forfeit the earnest money lodged with this tender and cancel the Lol/LoA.
- iv) No exemption will be allowed from depositing Security Deposit those who have MSME/NSIC certificate.

#### 19. Additional Performance Security:

- The successful bidder shall have to deposit a sum equivalent to **10%** of the total value of the Work Order (excluding admissible Taxes/GST) as Additional Performance Security in the form of Bank Guarantee from a Scheduled Bank, valid up to the warranty period, if the accepted bid value is **80% or less** than the estimated amount put to tender.
- ii) If the successful bidder fails to submit Additional Performance Security within 07 (seven) working days from the date of LoA, his Earnest Money will be forfeited.
- iii) The Additional Performance Security will be released after completion of the whole project i.e. after satisfactory completion of the warranty period. **Additional Performance Security will not carry any interest**.
- iv) In the event of failure to execute the Work Order satisfactory or in the event of default by the bidder, the Additional Performance Security will be forfeited.

#### 20. Warranty & Maintenance:

- a) Contractor will have to give **02 (two) years** comprehensive warranty and maintenance on all components from the date of acceptance of the project. After completion of comprehensive warranty period Kolkata Police may go for fresh AMC with the supplier. Hence bidder should maintain sufficient stock of spares with them even after the expiry of the warranty period.
- b) The Contractor is liable for repairing all or any sort of damage detected during the warranty period completed free of cost.
- c) During the warranty period no active component should be declared "End of Life". In case it is declared "End of Life" during this period, the vendor has to replace such equipment at their own cost. A letter of Confirmation by OEM shall be mandatory.
- d) During comprehensive warranty period if any item found not functioning or got damaged, L1 bidder have to replace it with the same or higher specification.

#### 21. Award of Contract:

The Award of Contact will be notified through West Bengal e-Tender portal.

#### 22. Delivery/Completion of Work:

The delivery/completion of work period shall in no case exceed a period of 60 days of the issuance of Work Order. The Commissioner of Police reserve the right to extend the delivery period against any satisfactory reason thereafter.

#### 23. Supply of Stores/Execution of Works:

- The Contractor shall be liable to supply/execute the tendered item as per agreement mutually agreed upon against placement of order of supply from time to time by the Commissioner of Police, Kolkata within the time specified in the respective order. The Commissioner of Police, Kolkata reserves the right for placement of Supply/Firm Order at any time during the validity period of the LoA and the Contractor is bound to supply the tendered item as per accepted rate of the respective tender.
- ii) If the Contractor by any cause, other than his own neglect or default, be prevented or delayed from supplying items/goods as aforesaid, the periods provided in clause may be extended by the Commissioner of Police, Kolkata on being satisfied that reasonable grounds exist for such delay.

iii) The Contractor shall provide, at his own expense, all tools, plant, implements, packing, coolie hire charges etc. as will be necessary for the due performance of the contract. No claim on these accounts shall be entertained.

- iv) Random Testing of the delivered items will also be done at the time of Acceptance at the expense borne by the bidder.
- v) Hard & Soft Copies of operating & technical literature both in English are required at the time of supply of the stores.
- vi) In case of any default/negligence on the part of the Contractor during/after supply of items or execution of work or at any stage of implementation of the project, the Contractor is liable to pay demurrage @5% of total project cost in addition to forfeiture of EMD/SD as the case may be.

#### 24. Training & Technical Support:

The after sale training, technical support during Warranty for the tendered item(s) should be done by the Contractor "Free of Cost". **An Undertaking should be submitted along with the bid.** 

#### 25. Payment:

- a) The process of payment will be initiated only after receiving a satisfactory certificate by the Acceptance Committee to be formed for this purpose after completion of supply/work.
- b) The mode of payments to be made in consideration of the work to be performed by the bidder shall be as follows:
  - 100% of the total cost On completion of supply, testing & acceptance.

#### **IV. GENERAL TERMS & CONDITIONS**

- 1) It should be noted that the Contractor will be selected purely on "PROVISIONAL BASIS".
- 2) Any attempt of canvassing on the part of a bidder will render his tender liable to rejection summarily.
- 3) The Commissioner of Police, Kolkata reserves the right to accept any bid, and to annul the bid process and reject all bids at any time, without assigning any reason, prior to placement of supply order/signing of contract, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds thereof.
- 4) This contract shall not be sublet either wholly or partly without the written permission of the Commissioner of Police, Kolkata and on breach of this provision the Commissioner of Police, Kolkata may cancel the contract and forfeit the Security Deposit and the Contractor shall have no claim for loss thereby resulting to him on any account whatsoever.
- 5) Any breach by the Contractor of any of the terms of the contract, the Commissioner of Police, Kolkata may, in addition to recovering any loss to sustain, terminate the contract on seven (07) days notice to the Contractor. The decision of the Commissioner of Police, Kolkata shall be the final on all questions as to the extent, meaning or construction of the said schedule or any descriptions, prices or other matters therein.
- 6) In the event of failure to supply the articles/execute the work according to approved commodities/ samples as agreed upon by the Contractor, the contract will be stand as cancelled.
- 7) The Commissioner of Police, Kolkata reserves the right to revise the quantity of the tendered article/item as per requirement and/or availability of fund within the validity period of tender which is 01 (one) year.
- 8) The Commissioner of Police, Kolkata may accept the tender in respect of all the items tendered for, or any of them, or any part of all or any of them, by notifying the Contractor accordingly and the tender shall thereupon be considered as a tender for the quantity so accepted.
- 9) The Commissioner of Police, Kolkata reserves the right to invoke and/or cancel the Supply/Firm Order, if situation so warrants or the terms and conditions are not complied with, without assigning any reason thereto.

#### V. **GROUND FOR BLACKLISTING**

#### a) At the Stage of Competitive Bidding – on the ground of :

- i) Submitting false documents as far as the eligibility criteria are concerned,
- ii) Submission of bid which involves concealment/suppression of facts in the bids in order to influence the outcome of eligibility screening or any other stage of open bidding.
- iii) Unauthorized use of one's name or the name of any other firm for the purpose of bidding,
- iv) Withdrawal of a bid, or refusal to accept an award, or enter the contract with the Govt. without justifiable cause, after he had been adjudged as having submitted the lowest responsive bid,
- v) Refusal or failure to post the required performance security within the prescribed time, as indicated in the detailed tender notice.

- vi) Refusal to clarify in writing its Bid during post qualification within the prescribed period as contained in the detailed tender notice from receipt of the request for clarification.
- vii) Any documented unsolicited attempt to unduly influence the outcome of bidding in his favour,
- viii) All other acts that tend to defeat the purpose of competitive bidding which is contrary to financial rules of the Government e.g. habitual withdrawing from bidding except valid reasons, not complying with the requirements during bid evaluation.

#### b) At the Stage of Contract Implementation – on the ground of:

- Failure on the part of the firm to supply items as per Supply Order/Work Order due solely to his fault or negligence within the prescribed period as mentioned in the detailed tender notice.
- ii) Failure to fully and faithfully comply with the contractual obligations without valid cause or failure to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract.
- iii) Assignment and sub-contracting of the contract or any part thereof
- iv) Unsatisfactory progress in the delivery/execution of goods/items/work in case of procurement,
- v) Supply of inferior quality of goods/service/work, as per accepted specification/sample/ specimen of item(s).
- vi) Any other reason, which the procuring entity deems it logical to include in the contract, duly agreed by the Contractor.
- vii) Failure of supply/execute within the stipulated period of time to be mentioned in the supply order/work order.

#### **VI. DISPUTES & ARBITRATION**

In case of any dispute or differences, relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of Commissioner of Police, Kolkata or any other person appointed by him. The decision of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is referred to vacates his office on resignation or otherwise or refuses to do works or neglecting his work or being unable to act as arbitrator for any reason whatsoever, the Commissioner of Police, Kolkata shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. The Bidder will have no objection in any such appointment on the ground that arbitrator so appointed is employee of Kolkata Police. The adjudication of such arbitrator shall be governed by the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof. The arbitration shall be held within the jurisdiction of Hon'ble High Court of Calcutta.

#### VI. TERMINATION OF CONTRACT

Kolkata Police may without prejudice to any other remedy or right of claim for breach of contract, terminate the contract in whole or in part by giving a notice of not less than 30 days to the contractor:

- a) If the contractor (Bidder) materially fails to render any or all the services within the time period(s) specified in the contract or any extension thereof granted by Kolkata Police in writing and fails to remedy its failure within a period of thirty days after receipt of the default notice form Kolkata Police.
- b) If the contractor in the judgment of Kolkata Police has engaged in corrupt or fraudulent practices in competing or in executing the contract.

#### VIII. FORCE MAJEURE CLAUSE

The Bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc.

# PART - B

## I. <u>BILL OF MATERIALS & COMMERCIAL</u>:

SI. No.	Name of Item	Unit	Qty.	Make & Model	Rate (Rs.)	GST	Total Amount (Rs.)
1	6 Cores Fibre cables each 400 Mtrs. Length	Pcs.	04	Bidder to specify			
2	Optical fibre transmitter and receiver	Pairs.	11	Bidder to specify			
3	HDMI Switch	Pcs.	02	Bidder to specify			
4	HDMI cables each 30 Mtrs.	Pcs.	11	Bidder to specify			

# II. <u>TECHNICAL SPECIFICATION</u>:

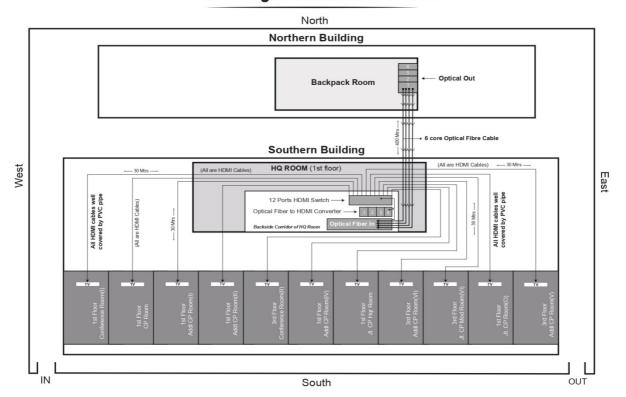
SI. No.	Name of Item / Equipment	Specification	Technical Compliance
		No. of Cores6 Core	
		Cable TypeArmoured	
		Cable Length400 miter	
		Mode TypeSingle Mode	
		Diameter9 +- 0.3 mm	
		Jacket MaterialHDPE / LSZH	
		Operating Temperature40 deg C to +70 deg C	
	6 Cores Fibre	Storage Temperature40 deg C to +60 deg C	
1	cables each 400	Bend RadiusShort term: 20D,Long Term: 10D	
1		Jacket Thickness1.8 +- 0.2 mm	
	Mtrs. Length	Country Of OriginMade in India	
		Features:-1.Suitable for Indoor / Outdoor (duct) Local Area Network	
		System	
		2.Excellent Water Proof Layer & Good Moisture Resistance	
		3.Excellent Crush Resistance performance, Light weight, Compact	
		structure. <b>Description:- 1.</b> Central Loose tube with jelly compound.	
		2. Glass yarns in between steel tape and loose tube.	
		3.Corrugated Steel tape armoured.	
		SDI Video InputsOptional 3G/6G/12G Optical SFP input.	
		SDI Video Outputs1 x 12G-SDI.	
		HDMI Video Inputs1 x HDMI 2.0 type A connector with support for	
		2160p60. Optical Fiber Connection (optional)Optional 3G/6G/12G	
		optical SFP output.	
		Optical Fiber Video OutputsAutomatically matches the SD, HD and	
		12G-SDI HDMI video input. Analog Audio Inputs	
		2 channels professional balanced analog audio via XLR connectors. Right	
		XLR can be configured for timecode input.	
		Digital Audio Inputs4 channels professional $110\Omega$ balanced digital	
		audio via XLR connectors. Right XLR can be configured for Timecode input.	
		Embedded Audio Support16 channels.	
	Optical fibre	Multi Rate SupportAutomatic switching between SD/HD/2K and 4K.	
2	transmitter and	Updates and ConfigurationUSB and Ethernet.	
	receiver	ReclockingYes	
		SD Video Standards525i59.94 NTSC, 625i50 PAL	
		HD Video Standards720p50, 720p59.94, 720p60,1080i50, 1080i59.94,	
		1080i60,1080p23.98, 1080p24, 1080p25, 1080p29.97, 1080p30,	
		1080p47.95, 1080p48, 1080p50, 1080p59.94, 1080p60	
		2K Video Standards2Kp23.98 DCI, 2Kp24 DCI, 2Kp25 DCI	
		Ultra HD Video Standards2160p23.98, 2160p24, 2160p25, 2160p29.97,	
		2160p30, 2160p47.95, 2160p48, 2160p50, 2160p59.94, 2160p60	
		4K Video Standards4Kp23.98 DCI, 4Kp24 DCI, 4Kp25 DCI	
		<b>SDI Color Space</b>	
		HDMI Input & output Standards:-	
		SD Video Standards	
		525i59.94 NTSC, 625i50 PAL	

SI. No.	Name of Item / Equipment	Specification	Technical Compliance
		HD Video Standards 720p50, 720p59.94, 720p60,1080i50, 1080i59.94, 1080i60,1080p23.98, 1080p24, 1080p25, 1080p29.97, 1080p30, 1080p47.95, 1080p48, 1080p50, 1080p59.94, 1080p60 Ultra HD Video Standards 2160p23.98, 2160p24, 2160p25, 2160p29.97, 2160p30, 2160p47.95, 2160p48, 2160p50, 2160p59.94, 2160p60	
3	HDMI Switch	Inputs	
4	HDMI cables each 30 Mtrs.	Cable TypeFibre Optic, HDMI Data Transfer Rate18 Gigabits Per Second Connector GenderMale-to-Male Mounting HardwareP568-20M-FBR High-Speed HDMI 2.1 Fiber Active Optical Cable, M/M, Black, 30 m (99 ft.) Compatible DevicesProjector, Laptop, Monitor, Television, Tablet Support resoulation4k@60Hz	

( Note : The Bidder has to mention the actual value of the parameters in the Column-4 (Specification of the product) instead of merely mentioning "Complied").

# III. SCOPE OF WORK (DIAGRAM):

# **Details Diagram of feed connection**



# PART - C

#### I. GENERAL GUIDANCE FOR E-TENDERING :

1) Registration of Bidder – Bidders 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://wbtenders.gov.in.

- 2) **Digital Signature Certificate (DSC)** Each Bidder is required to obtain a Class-III Digital Signature Certificate (DSC) for submission. Details are available at the website https://wbtenders.gov.in.
- 3) DSC once mapped to an account cannot be remapped to any other account. It can only be inactivated.
- 4) The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
- 5) After downloading/getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
- 6) The BOQ must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
- 7) Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
- 8) The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
- 9) There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in **75-100 DPI** so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
- 10) It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
- 11) The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
- 12) After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
- 13) The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
- 14) The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

Sir,

# **ANNEXURES**

[ To be submitted in following Format ]

#### <u>ANNEXURE – I</u>

# **DECLARATIONS**

_			of <mark>e-Tender</mark> f r's Room on							
Conference	Room	(I) of	Kolkata , of	Police	for	the	use	of	Kolkata	Police,
	Conditions	laid down	in the To	ender Noti	ce No.					dated
conditions	aid down in	the Tender	a "Contractu Notice No essful Bidder.							
We underst	and that you	are not bou	nd to accept t	the lowest or	any bid	you ma	y receive			
		-	ne right to rev	-		-			_	
Signature w	ith date									
Name in blo	ock letters									
Seal of the (	Company									

#### ANNEXURE – II

#### **ONLINE SUBMISSION OF EARNEST MONEY**

Necessary Earnest Money will be deposited by the bidder electronically: online–through his net banking enabled bank account, maintained at any bank or: offline–through any bank by generating NEFT/RTGS challan from the

e-Tendering portal. Intending Bidder shall have to get the Beneficiary details from e-Tender portal with the help of Digital Signature Certificate and may transfer the EMD from their respective Bank as per the Beneficiary Name & Account No., Amount, Beneficiary Bank name (ICICI Bank) & IFSC Code and e-Proc Ref No.

Intending bidder who wants to transfer EMD through NEFT/RTGS must read the instruction of the Challan generated from e-Procurement site.

Bidders are also advised to submit EMD of their bid, at least 3 working days before the bid submission closing date as it requires time for processing of Payment of EMD.

Bidders eligible for exemption of EMD as per Govt. rule may avail the same and necessary documents regarding the exemption of EMD must be uploaded in the EMD folder of Statuary bid documents.

Unsuccessful bidders will get their EMD refund automatically online.

# <u>ANNEXURE – III</u>

# **UNDERTAKING REGARDING BLACKLISTING**

[ To be executed on Rs.10/- non Judicial Stamp paper and duly notarized ]

I/we						
Contractor/Partner or Sole Proprieto	or (Strike out the w	ord which is in app	olicable) of (Firm of contracto	or)		
d	o hereby declare	and solemnly affi	irm that the individual firm	m/		
companies M/s			have not be	en		
blacklisted during last 5 years by	the Union or State	Government and	the individual/firm/compani	ies		
blacklisted by the Union or State Go	overnments or any	partner or shareho	lder thereof are not directly	or		
indirectly connected with or has any	subsisting interest ir	n business of my firm	n.			
		Deponent				
Dated		Address				
I do hereby solemnly declare and af	firm that the above	declaration is true	e and correct to the hest of r	nν		
knowledge and belief. No part of it is			and correct to the best of t	,		
Dated :		Deponent				

# ANNEXURE – IV SECURITY DEPOSIT (SD)

[ To be stamped in accordance with Stamp Act ]

Ref: Bar	nk Guarantee No.	Date:
То		
Dear Sir	r,	
	AS	
for Fibr	re Connection from Backpack Section to Superior's Room on the S	outhern Building for the Live Backpack feed including
Confe	erence Room (I) of Kolkata Police.	
	/HEREAS it has been stipulated in the said Contract that the Bidder sha or the sum specified therein as security <b>Supply &amp; Installation of d</b> i	
Superio	or's Room on the Southern Building for the Live Backpack feed in	cluding Conference Room (I) of Kolkata Police.
	EAS we ("the Bank", which expression shall be deemed to a Police the Guarantee:	include it successors and permitted assigns) have agreed to give
THEREF	FORE the Bank hereby agrees and affirms as follows:	
1.	The Bank hereby irrevocably and unconditionally guarantees the pay Under the terms of their Agreement dated on acc related to partial non-implementation and/ or delayed and/ or de liability of the Bank towards Kolkata Police under this in aggregate.	count of any breach of terms and conditions of the said contract fective implementation. Provided, however, that the maximum
2.	In pursuance of this Guarantee, the Bank shall, immediately upon t partial non-implementation and/ or delayed and/ or defective implem without delay/demur or set off, pay to Kolkata Police any and all su subject to the maximum limits specified in Clause 1 above. A notice address:	nentation, which shall not be called in question, in that behalf and ms demanded by Kolkata Police Under the said demand notice,
	Attention Mr	
3.	This Guarantee shall come into effect immediately upon execution a date of its execution.	nd shall remain in force for a period of <b>02 (two) years</b> from the
4.	The liability of the Bank under the terms of this Guarantee shall not, i affected by -	n any manner whatsoever, be modified, discharged, or otherwise
	i) Any change or amendment to the terms and conditions of the	e Contract or the execution of any further Agreements.
	<ul> <li>Any breach or non-compliance by the Bidder with any of th present or future, between Bidder and the Bank.</li> </ul>	e terms and conditions of any Agreements/ credit arrangement,
5.	The BANK also agrees that Kolkata Police at its option shall be end Debtor, in the first instance without proceeding against Bidder and Police may have in relation to the Bidder's liabilities.	·
6.	The BANK shall not be released of its obligations under these presen Kolkata Police Or any other indulgence shown by Kolkata Police Or but for this provision, have the effect of relieving the BANK.	
7.	This Guarantee shall be governed by the laws of India and only the co of any dispute which may arise hereunder.	urts of Kolkata shall have exclusive jurisdiction in the adjudication
Dated t	this the Day of	
Witness	<u>s</u>	
(Signatu	ure)	(Signature)
(Name) (Official	) Il Address)	Bank Rubber Stamp (Name) Designation with Bank Stamp Plus Attorney as per Power of Attorney No.
Dated:		or morney no.

## <u>ANNEXURE – V</u>

## **MANUFACTURER'S AUTHORIZATION LETTER**

[ if applicable ]

TENDER NOTICE NO	-	Date				
То						
WHEREAS	who are official producers of	and having				
production facilities at		do hereby authorize				
	located at					
(hereinafter, the "Bidder") to Requirements associated with t	submit a proposal of the following Proc he above Tender	ducts produced by us, for the Supply				
When resold bywarranty terms.	, these products are sub	ject to our applicable standard end user				
respect of our standard Warra	nt of, not being able to fulfill anty Terms we would continue to meet of spares in accordance with the Tender for the	our Warranty Terms through alternate				
Name	In the capacity of					
Signed						
Duly authorized to sign the auth	norization for and on behalf of :					
Dated on	day of	·				

Note: This letter of authority must be on the letterhead of the manufacturer, must be signed by a authorized person of the organization who is competent and having the power of attorney to bind the Producer, and must be included by the Bidder in its bid as specified in the Instructions to Bidders.

# ANNEXURE – VI AGREEMENT

[ To be stamped in accordance with Stamp Act ]

	[ To be stamped	d in accordance with Stamp Act J		
Police, Kolk	OF AGREEMENT made between the GC hata having its registered office at 18, Lalbazar Str his office and assigns) of the ONE PART	eet, Kolkata-700 001 (hereinafter c		
Chri/Cm+ /A	Aiss Son/daughter/wife/widov	AND	husinos	under the name & styled of
M/s	of, hereinafter referred to as deemed to include the respective heirs, executors, r	s the 'LICENSEE' (which expression s	hall unles	s excluded by or repugnant to the
WHEREAS t	he Contractor has submitted a tender for		to	Kolkata police for the period
from	day of at the rate Rs (Rupees es are situated and the said tender has been accepte	) only Including delivery and o	ther char	ges to any place where the Kolkata
WITNESSET	H and it is hereby agreed as follows : -			
	the Contractor shall supply the quantities of goods mentioned therein including delivery and other char		-	
	the Contractor shall deposit with the Commission that the terms and conditions of this Agreement		–	) Only as Security for the
Kolka	e event of the Contractor failing to make a Secur ata or any Officer authorized on behalf of him, may cceptance of the tender.			
4. The 0	Contractor shall supply such goods contracted for, w	ithin the scheduled time specified in	the sched	dule hereto.
ment	e Contractor by any cause, other than his own negle cioned in the PARA-4, the period of supply may bonable grounds exists for such extension.			
of Ag	6. If the Contractor fails to supply article/goods as per terms & conditions of the TENDER NOTICE and/or acceptance letter and/or Contractor of Agreement and in accordance with the accepted samples, the Commissioner of Police, Kolkata or any Officer authorised by him on his behalf, without any notice to the Contractor, forfeit the Security Deposit and/or black-list the firm/Contractor.			ny Officer authorised by him on his
7. All th	e terms and conditions of the TENDER NOTICE and a	acceptance letter are binding on the	Contracto	r.
be no notic expe Comi abov any r other	8. If the Contractor shall fail to comply with any order as in Clause-4 mentioned or in an extended period under Clause or if goods supplied be not up to the standard then the Commissioner of Police, Kolkata or any Officer authorized by him on his behalf, may, without any notice to the Contractor, purchase elsewhere the goods required and in the case of defective goods, the Contractor shall at his own expense, remove such defect goods. Any goods, so purchased shall be considered as part of the minimum quantity which the Commissioner of Police, Kolkata is bound to take as hereinafter mentioned. Any loss incurred by reason of the price paid for such goods above the accepted rate or any other loss or expense incurred by reason of default of the Contractor, may be deducted from any bills of any money payable to the Contractor or from the Security Money to be deposited by the Contractor, otherwise recover the same by any other process of law. The Contractor shall be liable for any loss which the government may sustain on that account but the contractor shall not be entitled to any gain on purchase made against default.			
	ery of goods shall not be taken into stock until such into stock by the Inspection Committee/ Acceptance		considere	d to be fit for being accepted and
10. THAT the Commissioner of Police, Kolkata or any Officer authorized in that behalf shall inspect such goods delivered by the Contractor and duly taken into stock and reserves the right to reject the supply even after being taken into stock if it seems not according to the approved samples.				
THIS contract shall not be sublet or assign either wholly or in part without the previous written permission of the Commissioner of Police, Kolkata or any Officer authorized in that behalf by him and on breach of this provision, the Commissioner of Police, Kolkata or any other Officer authorised in that behalf by him may determine the contract and forfeit the Security Deposit and the Contractor shall have no claim for loss thereby resulting to him on any account whatsoever.				
Police, Kolk DAYS' NOTI	ach by the Contractor of any of the terms and co ata or any Officer authorized in that behalf by him r CE" to the Contractor. The decision of the Commis n of the Schedule or any description, process or othe	nay in addition, to recover any loss s sioner of Police, Kolkata shall be fina	ustained, al on any	terminate the contract on "SEVEN
	9	SCHEDULE		
N	Description of specification of materials and articles to	Approximate quantity of each to be	LINIT	Data in Manda G in Finance
Item Nos.	be supplied.	supplied	UNIT	Rate in Words & in Figures
BENGAL, by	delivered for and on behalf Of the GOVERNOR of the the Commissioner of Police, Kolkata in presence of	e STATE OF WEST		
Signed and	delivered for and on behalf Of the			

## <u>ANNEXURE – VII</u>

# **CHECK LIST**

[ To be uploaded online after duly properly filled up ]

NIT No.
NAME OF THE TENDER:
NAME OF THE FIRM :
FULL ADDRESS OF THE FIRM & BIDDER (FOR COMMUNICATION)
Mobile No. & E-MAIL ADDRESS

#### **DETAILS TO BE GIVEN**

SL. NO.	ITEMS		ASE ARK	FOR USE OF THE BIDDERS (PROVIDE REGISTRATION NUMBERS WHERE APPLICABLE )	REMARKS (FOR OFFICE USE ONLY)
1	EMD AS PER NIT	YES	NO		
2	COPY OF THE LATEST TRADE LICENCE	YES	NO		
3	COPY OF THE PARTNERSHIP DEED/ INCORPORATION CERTIFICATE/ SOCIETY REGISTRATION COPY	YES	NO		
4	COPY OF LATEST PROFESSIONAL TAX CHALLAN	YES	NO		
5	COPY OF PAN CARD	YES	NO		
6	COPY OF LATEST INCOME TAX RETURN	YES	NO		
7	COPY OF GSTIN	YES	NO		
8	CREDENTIALS & OTHER PAPERS IF ANY	YES	NO		
9	BALANCE SHEET OF LAST YEAR	YES	NO		
10	PROFIT AND LOSS ACCOUNT OF LAST YEAR	YES	NO		
11	TURNOVER DULY CERTIFIED BY C.A. LAST ONE YEAR	YES	NO		
12	UNDERTAKING REGARDING BLACKLISTING	YES	NO		
13	UNDERTAKING REGARDING ACCEPTANCE OF TERMS & CONDITIONS OF NIT	YES	NO		
14	TENDER SPECIFIC AUTHORIZATION (OEM) CERTIFICATE	YES	NO		
15	TECHNICAL SPECIFICATION COMPLIANCE	YES	NO		
16	BROCHURE/PRODUCT CATALOGUE	YES	NO		
17	MANPOWER	YES	NO		
18	CERTIFICATE ABOUT OPERATIONAL OFFICE IN KOLKATA	YES	NO		

#### Note:

- i. The bidders are requested to see that all of the above columns are marked.
- ii. If any of the information furnished above are found to be false, action as per tender rule will be initiated.

Sd/for **Commissioner of Police,** Kolkata

\_\_\_\_