# **NOTICE INVITING e-TENDER**

Online Tender documents are invited for supply & installation of Desktop & UPS on buy back basis from Original Equipment Manufacturer (OEM) /Authorised distributors/dealers/reputed organizations/Authorised System Integrator having sufficient experience and credentials for successful completion of "Similar Nature" of work in a Government Department/PSU/Autonomous Body or any reputed organization. Bidder must have adequate Service Engineer for providing on-site warranty service within the stipulated time.

2.   Tender Version No.   1.0   Request for Proposal for supply & installation of Desktop & UPS on buy back basis for Directorate of Commercial Taxes.	1.	Tender No. & Date	WTL/CT/HW/13-14/012 dated 24.01.2014		
4. Tender document Fee Rs.6000.00 (Rupees Six thousand only) 5. Earnest Money Deposit Rs.40000.00 (Rupees Four lacs only) in the form of Demand Draft from any Scheduled bank in favour of Webel Technology Limited payable at Kolkata  6. Date of Downloading/Sale of Tender document  7. Pre-Bid Meeting date & time  7. Pre-Bid Meeting date & time  8. Only two persons for each intending bidder's organization, who will submit the Tender document Fee, will be allowed to attend the Pre Bid Meeting.  9. The person should have proper authorization in respective company Letter Head.  9. Only queries as per format (Section – Q) reaching WTL by 03.02.2014 at 15.00 hrs will be taken for decision.  9. Queries will be entertained for those bidders who will submit the Tender document Fee.  9. Queries will be sent to Manager (Purchase) (witpurchase@gmail.com) & copy to Mr. P. S. Mitra (psmitra@yahoo.com) / Mr. D. Majumdar (debasis.wtl@rediffmail.com)  8. Bid Submission Start date & time  9. Last date & time of EMD & Tender Application Fee submission  10. Last date & time of Technical Bid Opening  11. Date & time of Technical Bid Opening  12. Venue of Pre-Bid Meeting & submission of EMD & Tender Application Fee  WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.  13. Contact person  14. Ontact person  15. Mr. P. S. Mitra, Contact no. 23673403-06, Ext. 214	2.	Tender Version No.	1.0		
Searnest Money Deposit   Rs. 40000.00 (Rupees Six thousand only)	3.	Brief description of material	Request for Proposal for supply & installation of Desktop & UPS		
S. Earnest Money Deposit   Rs.400000.00 (Rupees Four lacs only) in the form of Demand Draft from any Scheduled bank in favour of Webel Technology Limited payable at Kolkata		_	on buy back basis for Directorate of Commercial Taxes.		
Draft from any Scheduled bank in favour of Webel Technology Limited payable at Kolkata  24.01.2014  7. Pre-Bid Meeting date & time  Os.02.2014. at 15.00 Hrs  Only two persons for each intending bidder's organization, who will submit the Tender document Fee, will be allowed to attend the Pre Bid Meeting.  The person should have proper authorization in respective company Letter Head.  Only queries as per format (Section – Q) reaching WTL by 03.02.2014 at 15.00 Hrs will be taken for decision.  Queries will be entertained for those bidders who will submit the Tender document Fee.  Queries will be sent to Manager (Purchase) (witpurchase@gmail.com) & copy to Mr. P. S. Mitra (psmitra@yahoo.com) / Mr. D. Majumdar (debasis.wtl@rediffmail.com)  8. Bid Submission Start date & time  9. Last date & time of EMD & Tender Application Fee submission  10. Last date & time of Bid Submission  11. Date & time of Technical Bid Opening  12. Venue of Pre-Bid Meeting & submission of EMD & Tender Application Fee  WEBEL TECHNOLOGY LIMITED  (A Govt. of West Bengal Undertaking)  Plot - 5, Block - BP, Sector - V, Salt Lake City, Kolkata - 700091.  Mr. P. S. Mitra, Contact no. 23673403-06, Ext. 214	4.	Tender document Fee			
Limited payable at Kolkata   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014   24.01.2014	5.	Earnest Money Deposit			
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	13.	Contact person			
Mr. Debasis Majumder, Contact no. 23673403-06, Ext. 227					

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- Intending bidder may download the tender documents from the website https://wbtenders.gov.in directly with the help of Digital Signature Certificate. Necessary cost of tender documents (tender application fee) may be remitted through Demand Draft issued from any Scheduled Bank in favour of "Webel Technology Limited", payable at Kolkata and also to be documented through e-filling. Cost of Earnest Money Deposit (EMD) may be remitted through Demand Draft issued from any Scheduled Bank in favour of "Webel Technology Limited", payable at Kolkata and also to be documented through e-filling. The original Demand Draft against tender fees & Earnest Money Deposit (EMD) should be submitted physically to the Manager (Purchase)/Manager (Finance), Webel Technology Limited, Plot 5, Block BP, Sector-V, Salt Lake City, Kolkata-700 091 under sealed cover on or before 11:00 Hrs of 14.02.2014.
- 2. Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <a href="https://wbtenders.gov.in">https://wbtenders.gov.in</a>
- 3. Tender documents may be downloaded from website and submission of Techno Commercial Bid and Financial Bid will be done as per Time Schedule stated in Section B of this Tender Document.
- 4. The Financial Bid of the prospective Bidder will be considered only if the Techno Commercial Bid of the bidder is found qualified by the Tender Committee. The decision of the 'Tender Committee' will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

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# CONTENTS OF THE TENDER DOCUMENT

The Tender document comprises of the following:

SECTION – A	ELIGIBILITY CRITERIA
SECTION – B	DATE & TIME SCHEDULE
SECTION – C	INSTRUCTION TO BIDDER
SECTION - D	TECHNO COMMERCIAL EVALUATION FOR AWARD OF CONTRACT
SECTION – E	BID FORM
SECTION - F	GUIDANCE OF E-TENDERING
SECTION – G	BILL OF MATERIALS
SECTION – H	TECHNICAL SPECIFICATION & COMPLIANCE SHEET
SECTION – I	MANUFACTURER'S AUTHORISATION FORM (MAF)
SECTION - J	DISTRICT WISE LIST OF SERVICE PERSONAL NAME (BIDDER)
SECTION – K	DISTRICTWISE LIST OF OFFICE WITH SERVICE ENGINEERS (OEM)
SECTION – L	LOCATION FOR INSTALLATION
SECTION – M	BUY BACK CRITERIA & LOCATION LIST FOR EXISTING DESKTOP & UPS
SECTION – N	LIST OF CLIENTS OF SIMILAR ORDER
SECTION - O	FORMAT FOR FINANCIAL CAPABILITY OF BIDDER
SECTION - P	FORMAT FOR BIDDER DETAILS
SECTION – Q	FORMAT FOR PRE-BID QUERIES
SECTION – R	PROFORMA FOR PERFORMANCE BANK GUARANTEE
SECTION – S	DECLARATION OF ELIGIBILITY CRITERIA

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#### SECTION - A

#### **ELIGIBILITY CRITERIA**

- 1. The bidder shall be either an Original Equipment Manufacturer (OEM) /Authorised distributors/dealers/reputed organizations/Authorised System Integrator in India. Self Declaration to be submitted.
- 2. The bidder shall have independently executed four orders of at least Rs.200 lakhs in total preferably in a Government Department/PSU/Autonomous Body others involving Desktop, & UPS during last three financial years (2010-11, 2011-12 & 2012-13). References order copy for the project to be provided.
- 3. The bidder shall have aggregate turnover of not less than Rs.15.00 crore in each year for last three financial years (2010-11, 2011-12 & 2012-13). Audited Annual Balance Sheet to be submitted.
- 4. The bidder should have valid VAT Registration Certificate, Service Tax Registration Certificate & Trade License. Documentary evidence to be submitted.
- 5. The bidder should have a Call Centre operational on all days of the year except Sundays & National holidays. Each registered call would be provided a unique number. All received calls and their resolution details have to be communicated to WTL on a fortnightly basis during the entire period of the contract. Details of bidder to be submitted. OEM's Call center details and escalation matrix are to be furnished.
- 6. Tender specific Manufacturer's Authorizations for Desktop & UPS must be submitted as per format (Section I), without which the offer will be treated as non-responsive and summarily rejected.
- 7. Bidder should submit Earnest Money Deposit (EMD) of Rs.400000.00 (Rupees Four Lakh only) in the form of Demand Draft from any Scheduled Bank in favour of Webel Technology Limited payable at Kolkata.
- 8. The bidder shall have Quality Certificate (ISO 9001:2008). Copy of Certificate to be submitted.
- 9. The Bidder/OEM must have Support Service Center with manpower in Kolkata and Service personal at least five Districts in West Bengal so that any call reported is attended within the response time. There are 18 District. OEM for the corresponding products should have Support Service Center within Kolkata and at least two Districts in West Bengal. The detailed Support Service with manpower for bidder & OEM should be submitted as per format (Section J & K).
- 10. Bidder to ensure posting of two engineers at Beliaghata office, under supervision of Webel Technology Ltd. for maintaining the tender specific Hardware along with OS for the entire warranty period (i.e. 60 months from the date of final acceptance of the system by the customer or 62 months from date of delivery, which ever is earlier). No separate cost for manpower will be chargeable. A declaration in this regards is to be submitted in bidder's letter head in original.

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# SECTION - B

# **DATE AND TIME SCHEDULE**

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	24.01.2014 & 00.00 hrs
2	Documents download/sale start date (Online)	24.01.2014 & 00.00 hrs
3	Last Date and time of sending the queries (Offline)	03.02.2014 & 15.00 hrs
4	Pre Bid Meeting at WTL Office (Off Line)	05.02.2014 & 15.00 hrs
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	07.02.2014 & 15.00 hrs
7	Last Date & time of submission of original Demand Draft/Pay Order for cost of Earnest Money Deposit (Off line)	14.02.2014 & 11.00 hrs
8	Last Date & time of submission of original Demand Draft/Pay Order for cost of Tender Documents, in case the bidder did not attend the Pre Bid Meeting (Off line)	14.02.2014 & 11.00 hrs
9	Bid Submission closing date & time (On line)	12.02.2014 & 15.00 hrs
10	Bid opening date & time for Technical Proposals (Online)	14.02.2014 & 15.00 hrs
11	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any	-
12	Date for opening of Financial Bid (Online)	-

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#### SECTION - C

#### **INSTRUCTIONS TO BIDDER**

#### 1. Definitions

In this document, the following terms shall have following respective meanings:

- "Acceptance Test Document" means a document, which defines procedures for testing the functioning of installed system. The document will be finalized with the contractor with in 7 days of issuance of the Order.
- "Agreement" means the Agreement to be signed between the successful bidder and Commercial Taxes, Govt. of West Bengal including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
- "Bidder" means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom Directorate of Commercial Tax signs the agreement for supply, install, commission and render services for the systems deployed in various treasuries
- "Contract" is used synonymously with Agreement.
- "Contract Price" means the price to be paid to the Contractor for providing the Solution, in accordance with the payment terms.
- "Contractor" means the Bidder whose bid to perform the Contract has been accepted by Tender Committee and is named as such in the Letter of Award.
- "Default Notice" shall mean the written notice of Default of the Agreement issued by one Party to the other.
- "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Directorate of Commercial Taxes and eventually Gov. of W. Bengal of the benefits of free and open competition.
- "Good Industry Practice" shall mean the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.
- "Similar Nature" means supply & installation of Desktop & UPS at Different locations
- "Government" / "Gov. of W. Bengal" means the Government of West Bengal.
- "GoI" shall stand for the Government of India.
- $\hbox{\bf "GoWB"} \ means \ Government \ of \ West \ Bengal$
- "Installation" means that the laying down and installation of the items in accordance with this Contract.
- "Personnel" means persons hired by the Bidder as employees and assigned to the performance of

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the Infrastructure Solution or any part thereof.

- "Project" Supply & Installation of Desktop & UPS on buy back basis for Directorate of Commercial Tax, Govt. of West Bengal
- "Implementation Period" shall mean the period from the date of signing of the Agreement and up to the issuance of Final Acceptance Certificate for the project.
- "Services" means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Scope of Work.
- "Interest rate" means "364 days Government of India (GoI) Treasury Bills" rate.
- "Law" shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of West Bengal or any other Government or regulatory authority or political subdivision of government agency.
- **"LOI"** means issuing of Letter of Intent shall constitute the intention of the WTL to place the Purchase Order with the successful bidder.
- "Operator" means the company providing the services under Agreement.
- "Period of Agreement" means 5 years from the date of delivery or installation
- "Requirements" shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.
- "CT" shall mean Directorate of Commercial Tax, Govt. of West Bengal
- "Service" means provision of Contracted service viz., operation, maintenance and associated services for DEPLOYED SYSTEMS as per Section titled "Scope of Work"
- "Termination Notice" means the written notice of termination of the Agreement issued by WTL
- "**Uptime**" means the time period when specified services are available with specified technical and service standards as mentioned in section titled WARRANTY SUPPORT"
- "%Uptime" means ratio of 'up time' (in minutes) as mentioned in section titled "Warranty support"
- "Service Down Time" (SDT) means the time period when specified services with specified technical and operational requirements as mentioned in section titled "WARRANTY SUPPORT"" are not available to Gov. of W. Bengal and its user departments and organizations.
- "WTL" means Webel Technology Limited a Gov. of W. Bengal undertaking.

#### 2. Pre Bid Meeting

Pre Bid Meeting will be held on 05.02.2014 at 15.00 hrs at premises of WTL. Bidder can send their queries as per format (Section - Q) to Manager (Purchase) & copy to Mr. P. S. Mitra / Mr. Debasis Majumdar. Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. The entrance to the Pre Bid Meeting will be limited to two persons per bidder who will submit Tender document Fee before the Pre Bid Meeting and carrying valid authorization letter on official letter head bearing company seal.

#### 3. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of the bid and WTL

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will no case be responsible for those costs regardless of the conduct or outcome of the bidding process.

## 4. Bid Document

Bidder is expected to examine all instructions, forms, terms and requirement in the bid document. The invitation to bid together with all its attachment thereto shall be considered to be read, understood and accepted by the bidder unless deviations are specifically stated in the seriatim by the bidder. Failure to furnish all information required by the bid document or a bid not substantially responsive to the bid document in every respect may result of the bid.

#### 5. Amendment of Bid Document

At any time prior to the deadline for submission of proposals, WTL reserves the right to add/modify/delete any portion of this document by issuance of an Corrigendum, which would be published on the website and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

#### 6. Modification and Withdrawal of Bids

The bidder may modify or withdraw its bid after submission, if written notice of the modification or withdrawal is received by WTL before the deadline prescribed for bid submission. The bidder's modification shall be prepared, sealed, marked and dispatched as follows:

- The bidders shall provide in original of any modification to its bid, clearly identified as such, in separate envelope duly marked Bid Modification. The envelope shall be duly marked Bid Modifications.
- Other provisions concerning the marking and dispatch of bid modification shall be in accordance with the bid.
- A bidder wishing to with draw its bid shall notify WTL in writing prior to the deadline
  prescribed for the bid submission. A withdrawal notice may be sent by post or the telefax
  followed by post confirmation post marked not later than the deadline for submission of
  bids. The notice of withdrawal shall be addressed to WTL at the address as
  mentioned/stated in the documents, bear the tender reference number and the words Bid
  Withdrawal Notice.
- Bid Withdrawal Notice received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validity submitted bid. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the RFP. Withdrawal of the bid during this interval may result in the bidder's forfeiture of its EMD, pursuant to this RFP.

## 7. Language of Bid & Correspondence

The proposal will be prepared by the Bidder in English language only. All the documents relating to the proposal (including brochures) supplied by the firm should also be in English, and the correspondence between the Bidder & WTL will be in English language only. The correspondence by fax/E-mail must be subsequently confirmed by a duly signed formal copy.

#### 8. Bidder's Solution

The bidders are requested to study the Bill of Material supplied with this document carefully. While working out the solution the bidder has to work with the broad minimum specification provided in the tender documents, conforming to the model, make and Part number (wherever provided). While submitting the bid the bidder has to detail out all components needed to complete the system BOM. The bidder is required quote for each item retaining all major components/sub system detailed and specified. As the contractor will be responsible fro smooth functioning of the system, availability of spares during the tenure of the warranty period have to be taken care by the contractor to maintain the quaranteed uptime.

#### 9. Earnest Money Deposit (EMD)

The firm shall furnish an EMD of Rs.4,00,000/- (Rupees Four Lakh only) in the form of a demand draft from a Scheduled Bank payable at Kolkata and in favour of Webel Technology Limited. Any bid not

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accompanied with the EMD shall be rejected. The validity of EMD instrument will be initially 6 months, have to extend, if required.

#### 10. Forfeiture of EMD

EMD made by Bidder may be forfeited under the following conditions:

If Bidder withdraws the proposal before the expiry of validity period.

During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process, the decision of WTL regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.

If Bidder violates any of the provisions of the terms and conditions of the proposal.

In the case of a successful Bidder, if Bidder fails to:

- a) Accept the work order along with the terms and conditions
- b) Furnish performance security.
- c) Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
- d) Submitting false/misleading information/declaration/documents/proof etc.

The decision of WTL regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Bidder will be deferred from participating in any job for a period of one year.

#### 11. Forms And Formats

The various inputs for the Techno Commercial as Financial Bids are to be submitted in the format specified. The bidder shall use the form, wherever specified, to provide relevant information. If form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. For all other cases, the bidder shall design a form to hold the required information.

#### 12. Lack of Information to Bidder

The bidder shall be deemed to have carefully examined the Bid document to his entire satisfaction. Any lack of information shall no in any relieve the bidder of his responsibility to fulfill his obligation under the bid. If bidder has any queries relating to bid document then he can send the queries before the Pre Bid Meeting.

#### 13. Contract Execution

On receipt of the Letter of Award/Order the contractor should submit a performance Bank Guarantee (PBG) equivalent to 10% of the total contract value within two weeks from the date of receipt of Letter of Award/Order. The PBG should be valid for six month more than the warranty period. All delivery of the material will have to be completed within four to six weeks from the date of acceptance of contract and the contractor has to ensure all activities leading to the commissioning of the contract to be completed within the stipulated time from the date of award.

Subsequent to the award of contract, the contractor will have to arrange for the requisite material as per BOM. The material will have to be offered for pre-delivery inspection at the contractor's godown in Kolkata to be pre designated by the contractor. WTL will arrange fro pre delivery inspection of the material in the event the material is not acceptable for what so ever reason the material will have to be replaced by the contractor.

On successful pre delivery inspection the contractor would raise location wise delivery challans on WTL. WTL will in turn provide the necessary documentation based on which the material will have to be delivered, installed and tested by running application programs at the end customer location. These WTL documents will have to be duly endorsed by the end customer's representative as proof of delivery and installation. The contractor will raise necessary invoice for payment as per payment terms. On successful completion of Installation the warranty period count down will start. The warranty service support will have to be provided for the period as mentioned from the date of WTL/CT/HW/13-14/012

System Acceptance by WTL and end customer.

#### 14. Time Schedule for Delivery

All material to be delivered within six weeks from the date of issuance of order in Directorate of Commercial Taxes HQ, 14 Beliaghata Road, Kolkata – 700 015.

#### 15. Liquidated Damage / Penalty

The job includes the supply and installation of materials mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the contractor for sum not less than 0.5% of the contract value for undelivered/installed items, each week or part thereof, subject to a ceiling of 10% of the total contract value (including all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, WTL reserves the right to terminate the contract and WTL will get the job completed by any other competent party. The difference of cost incurred by WTL will be recovered from the contractor and PBG will be invoked.

#### 16. Suspension of Work

WTL shall have the power at any time and from time to time by notice to the Contractor to delay or suspend the progress of the work or any part of the work due to any other adequate reasons and on receipt of such notice the contractor shall forthwith suspend further progress of the work until further notice from WTL. The Contractor shall recommence work immediately after receiving a notice to do so from WTL. The whole or any part of the time lost for such delay or suspension shall, if WTL in its absolute discretion thinks fit, but not otherwise, be added to the time allowed for completion.

#### 17. Terms of Payment

Payment terms will be on back-to-back basis and upon completion of work order, i.e., payment will be made after 15 days upon receipt of payment from relevant customer, i.e., Directorate of Commercial Tax, Government of West Bengal. A scheduled is depicted below:

- a) 80% payment of the total deliverable Hardware value will be made after successful delivery of Hardware.
- b) Remaining 20% payment of total deliverable Hardware value will be released after successful installation.

#### 18. Liability

In case of a default on bidder's part or other liability, WTL shall be entitled to recover damages from the Contractor. In each such instance, regardless of the basis on which WTL is entitled to claim damages from the Contractor (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Contractor shall be liable for no more than:

- Payment referred to in the Patents and Copyrights clause
- Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the Contractor's negligence
- As to any other actual damage arising in any situation involving nonperformance by Contractor pursuant to or in any way related to the subject of this Agreement, the charge paid by WTL for the individual product or Service that is the subject of the claim However, the Contractor shall not be liable for
- For any indirect, consequential loss or damage, lost profits, third party loss or damage to property or loss of or damage to data
- For any direct loss or damage that exceeds the total payment for Contract Price made or expected to be made to the Contractor hereunder.

#### 19. Patents & Copyright

If a third party claims that a product delivered by the Contractor to WTL infringes that party's patent or copyright, the Contractor shall defend WTL against that claim at Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by the Contractor, provided that WTL

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• Promptly notifies Contractor in writing of the claim

 Allows Contractor to control and co-operate with Contractor in the defense and any related settlement negotiations

Remedies: If such a claim is made or appears likely to be made, WTL would permit Contractor to enable WTL to continue to use the product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, WTL agrees to return the product to Contractor on Contractor's written request. Contractor will then give WTL a credit equal to for a machine. WTL's net book value (provided WTL has followed generally accepted accounting principles for a generally available software product produced by Contractor (Program) the amount paid by WTL or 12 months charges (which ever is lesser) and for materials the amount paid by WTL for the materials. These will be Contractor's entire obligation regarding any claim of infringement.

#### 20. Governing Laws

This contract shall be governed by and interpreted by Arbitration clause in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract. The Contractor shall keep himself fully informed of all current national, state and municipal law and ordinances. The Contractor shall at their own expense, obtain all necessary permits and license and pay all fees and taxes required by law.

#### 21. Corrupt or Fraudulent Practices

The Tender Committee requires that the bidders under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. For this purpose the definition of corrupt and fraudulent practices will follow the provisions of the relevant laws in force. The Tender Committee will reject a proposal for award if it detects that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question. The Tender Committee will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

#### 22. Binding Clause

All decisions taken by the Tender Committee regarding the processing of this tender and award of contract shall be final and binding on all parties concerned. The Tender Committee reserves the right:

- · To vary, modify, revise, amend or change any of the terms and conditions mentioned above and,
- To reject any or all the Tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

#### 23. Workmen's Compensation

In every case in which by virtue of the provision of the workmen's compensation Act 1923 or any other relevant acts and rules, compensation to a workmen employed by the contractor, is payable, then this should be done by the Contractor. If WTL is obliged to make any compensation under the said rules and acts, then the amount shall be recovered without prejudice, from the bills and due of the Contractor. WTL shall not be bound to contest any claim made against the Contractor in respect of workmen's compensation.

## 24. Contractor's Employees

The Contractor shall comply with the provision of all labour legislation including the requirement of the payment of Wage Act 1936 and the rules framed there under and modifications thereof in respect of men employed by him in carrying out the contract. The Contractor must ensure that he complies with PF, ESI regulation for all his deployed employees. The Contractor shall see that all authorized Sub Contractors under him similarly complied with the above requirement.

#### 25. Safety Measures

The Contractor only shall in the course of execution of the work take all necessary precaution for the protection of all persons and property. The Contractor shall take adequate measures to protect the work and prevent accident during the work. In the event of any accident to any person or persons or damage or injury of any description to any person or property due to failure on the part of the

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contractor in taking proper precautionary measures the contractor shall be responsible for and must make good the loss the damage at his own cost to the satisfaction of the department and employees of the department shall be indemnified from all claims or liabilities arising there from or any expenses incurred on account thereof.

#### 26. Equipment

All tools & tackles necessary for the work shall have to be procured by the contractor unless other wise specified elsewhere in these tender documents. The equipment used by the contractor for a particular work must be appropriate for the type of work. The contractor shall maintain the equipment used on the work properly so that they are in good working condition. In no case shall the contractor use defective or imperfect equipment in the work. The contractor shall arrange to replace or repair all defective equipment so that the progress of the work is not hampered. No defective equipment should be left at the site of work and the department shall not be responsible for any loss or damage to any of these equipments during the course of the execution of the work.

#### 27. Sub-Contract

The purchaser (WTL) does not recognize the existence of Sub-Contractors. The Contractor's responsibilities are not transferable.

#### 28. Termination for Default

WTL may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the contractor, terminate the order in whole or in part. If the contractor materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by WTL in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from WTL. If the project (delivery, installation as well as warranty maintenance support) is not carried out according to specification due to deficiency in service as per terms of the contract. In such case WTL will invoke the amount held back from the contractor as PBG.

#### 29. Bankruptcy

If the contractor becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, WTL shall be at liberty to terminate the engagement forthwith without any notice in writing to the contractor or to the liquidator or receiver or to any person in whom the contractor may become vested and without any compensation to give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by WTL.

#### 30. Force Majeure

It is hereby defined as any cause, which is beyond the control of the Contractor or WTL as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as

- War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war
- Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area
- Confiscation, nationalization, mobilization, commandeering or requisition by or under the
  order of any government or de facto authority or ruler, or any other act or failure to act of
  any local state or national government authority
- Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine and plague
- Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence

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of such event and the circumstances of the event of Force Majeure within fourteen days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upto its or their performance of the Contract and to fulfill its or their obligation under the Contract but without prejudice to either party's right to terminate the Contract.

No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall

- Constitute a default or breach of the contract.
- Give rise to any claim fro damages or additional cost or expense occurred by the delay or nonperformance

If, and to the extent, that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

#### 31. Insurance Coverage

Appropriate insurance to cover all solution components for the transit period and until the time of its acceptance at the respective site is to be taken by the contractor. As the contractor will carry the risk for the material in his books during transit, the contractor should arrange insurance for the total system as period from the dispatch till Acceptance Test is successfully achieved. Further the contractor is to take all required insurance coverage in respect of all its personnel who shall be working on this engagement.

#### 32. Warranty

The Contractor will warranty that products supplied under the contract are newly made and are free from defects in the design, engineering and workmanship. The Contractor would be responsible for the up keep and maintenance of the infrastructure and necessary deliverables under the scope of work during the entire warranty period, i.e., 60 months from the date of final acceptance of the system by the customer or 62 months from date of delivery, which ever is earlier. The Contractor shall not, without the express prior written consent of WTL, assign to any third party of the contract or part thereof. Service support for the entire warranty period will be on site and comprehensive (including spares) and free of cost for the entire warranty period.

#### 33. Warranty Support

The equipment supplied will be warranted against bad workmanship and manufacturing defects, as mentioned in Bill of Material, from the date of acceptance of the system whole or part. Service support for the entire warranty period will be on site and comprehensive (including spares and all software support) and free of cost for the entire warranty period.

On successful installation bidder to get installed equipments with actual serial no. duly certified by respective OEM for five years warranty coverage. Any change in equipment serial no. should be reflected in due course. Bills will be submitted after completion of this activity.

The bidder should have a call centre working from at least 10 AM to 6 PM in Kolkata. The contact details of the call centre must be furnished along with the bid. Any call logged with the service centre must be given a running docket number to the person reporting the call.

The call log as well as resolution details have to be submitted to WTL on a fortnightly basis.

### Service Level

The average uptime averaged over each quarter should be as follows:

Category	Uptime Requirement	Response Time	Maximum
		Requirement	Downtime
		_	permitted per
			instance

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Machine located in Kolkata	99.0%	4 Hours	8 Hours
Other Sites	97.0%	16 Hours	24 Hours

The bidder should locate his service personnel at strategic location so that any call reported is attended within the response time specified.

If the uptime goes below the prescribed limit in any quarter, the same will be noted. At the scheduled end of the warranty period the total of such deviation will be done and the contractor will have to extend the warranty support by the default time.

The bidder should provide a detailed maintenance plan specifying service centre locations with existing manpower and their contact numbers.

#### PENALTY

Penalty for deviation of warranty support clause no. 33 will be deducted.

#### 34. Performance Bank Guarantee (PBG)

As a guarantee for timely delivery, installation and commissioning of equipment as well as performance of on-site warranty support, as mentioned in Bill of Material, from the date of final acceptance of systems and pertaining to proper running of the systems, the bidder will have to submit 10% of the contract value as security in the from of Performance Bank Guarantee from any nationalized/scheduled bank valid for 90 days beyond the warranty period. PBG to be submitted within 15 days from the date of issuance of order.

#### 35. Contractor's Responsibilities

The contractor shall conduct all contracted activities with due care and diligence, in accordance with the contract and with the skill and care expected of a competent provider of Infrastructure Solution facility creator, subsystems and other related services or in accordance with best industry practices. The contractor confirms that it has entered into this contract on the basis of a proper examination of the data relating to the facility provided by WTL and on the basis of information that the contractor could have obtained from a visual inspection of the site. The contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the contract.

The contractor shall be responsible for on site delivery, timely provision of all resources, information and decision making under its control that are necessary to reach a mutually agreed and finalized project within the time schedule. The contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings that are necessary for the performance of the contract.

All software and other product licenses should be taken in the name of Commercial Taxes, Govt. of West Bengal.

The contractor shall comply with all relevant laws in force in India. In particular, the contractors shall provide and employ only such personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

The contractor assumes primary responsibility for all the testing for the Infrastructure Solution, in accordance with relevant provision of this tender.

To achieve the above deliverables the contractor on receipt would:

- · Designated a single point of contact within seven days from the award of contract
- Submit detailed Implementation Plan. This should also indicate expected dates of the events
- Submit a mutually approved Acceptance Test Procedure in consultation with WTL
- Offering of equipment for pre-delivery inspection
- Delivery of equipment
- Installation and commissioning
- Set up central monitoring facility
- Final Acceptance of deployed systems

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#### 36. Purchaser's Responsibilities

WTL shall be responsible for provision of all resources, access and information under its control that are necessary during implementation of work relating to this job. The confidentiality of the data being shared shall be maintained.

The following facilities shall be provided for working on the assignment:

- WTL will work with the Commercial Taxes Directorate to identify the site needed for installation of equipment
- Once the vendor receives all the scheduled material at their Kolkata warehouse, the vendor should inform WTL its readiness to offer the material for conducting the pre-delivery inspection
- WTL would depute its representative within seven days from the receipt of the intimation from the vendor, to conduct the pre-despatch inspection.
- WTL or its representative will supervise the Installation and commissioning Test of equipment and services including Partial Acceptance/Final Acceptance Test as per laid down criteria. The contractor to conduct such test shall provide all assistance.

#### 37. No waiver of Rights

Neither the inspection by WTL or any of their agents nor any order by WTL for payment of money or any payment for or acceptance of the whole or any part of the works by WTL, nor any extension of time, nor any possession taken by WTL shall operate as a waiver of any provision of the contract or of any power reserved to WTL, or any right to damages here in provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other subsequent breach.

#### 38. Grafts, Commissions, Gifts, etc.

It is the Purchaser's policy to require that bidders, suppliers, contractors and consultants under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with WTL shall in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to WTL resulting from any cancellation. WTL shall then be entitled to deduct the amount so payable from any monies otherwise due to the contractor under contract.

#### 39. Enforcement of Terms

The failure of either party to enforce at any time any of the provision of this contract or any rights in respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

#### 40. Period of Validity of Offer

For the purpose of placing the order, the proposals shall remain valid till 180 days. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, WTL may ask for extension of the period of validity and such a request shall be binding on Bidders. WTL's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

### 41. Taxes & Duties

- The prices shall be inclusive of all taxes & levies including VAT/Service Tax. However the rate and quantum of taxes should be indicated separately in the Financial Bid / bill. The Purchaser shall reimburse taxes and levies at actual as applicable at the time of delivery.
- The Purchaser shall be authorized to deduct any tax as applicable from the bidder from the bidder's payment.
- For the purpose of the Contract, it is agreed that Contract Price specified in Financial Bid, is based on the taxes & duties and charges prevailing at the date one day prior to the last date of Bid submission date. If any rate of tax changes and new tax rate is introduced then it will

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be accessed on the Bidder in connection with the performance of the Contract, an equitable adjustment of the Contract Price or deduction there from as the case may be.

- Deduction of all statutory and necessary Tax from each bill will be made as per Act/Government Order prevailing at the time of payment. Necessary tax deduction certificate will be issued on demand by the Company.
- Bidder submitting a tender shall produce up to date VAT, Income Tax and Professional Tax Certificate in the standard form from the Tax Authority or a Certificate that the assessment is under consideration. All such clearance certificates shall remain valid on the last date of permission.

## 42. Discrepancies in Bid

- Discrepancy between description in words and figures, the rate which corresponds to the words quoted by the bidder shall be taken as correct.
- Discrepancy in the amount quoted by the bidder due to calculation mistake of the unit rate then the unit rate shall be regarded as firm.
- Discrepancy in totaling or carry forward in the amount quoted by the bidder shall be corrected.

#### 43. Bid Due Date

The sealed tender shall be received by WTL at the address not later than the due date and time specified in the Important Dates Sheet. WTL may as its discretion on giving reasonable notice by fax, or any other written communication to all prospective bidders who have been issued the bid documents, extend the bid due date, in which case all rights and obligations of the WTL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

#### 44. Late Bid

Any proposal received by WTL after the deadline for submission of proposals may not be accepted.

## 45. Opening of Bid by WTL

Bids shall be opened and downloaded in the presence of Tender Committee and Bidder's representative. The bidder's representatives who are present shall sign a register evidencing their attendance and produce necessary authorization. The bidder's name, Bid modifications or withdrawals, discounts and the presence or absence of relevant Bid Security and such other details as WTL office at his/her discretion, may consider appropriate, shall be announced at the opening. WTL shall open the bid security at mentioned time.

#### 46. Contacting WTL

Bidder shall not approach WTL officers beyond office hours and/or outside WTL office premises from the time of the Bid opening to the time of finalization of successful bidder. Any effort by bidder to influence WTL office in the decision on Bid evaluation, Bid comparison or finalization may result in rejection of the Bidder's offer. If the bidder wishes to bring additional information to the notice of WTL, it should be in writing.

#### 47. WTL's Right to Reject any or all Bids

WTL reserves the right to reject any bid without providing any reason and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

#### 48. Bid Currencies

Prices shall be quoted in Indian Rupees, inclusive of all prevailing taxes, levies, duties, cess etc.

#### 49. Price

Price should be quoted in the Financial Bid format only. No deviation in any form in the Financial Bid is acceptable

- Price quoted should be firm, inclusive of packing, forwarding, insurance and freight charges.
- Percentage/specified amount of taxes & duties should be clearly mentioned otherwise WTL reserves the right to reject such vague offer.
- Price to be quoted inclusive of **Delivery**, **Installation & Commissioning** charges.

#### 50. Canvassing

Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any bidder doing so will render him liable to penalties, which may include removal of this name from the register of approved Contractors.

#### 51. Non-Transferability of Tender

This tender document is not transferable. Only the bidder, who has purchased this tender form, is entitled to quote.

#### 52. Formats and Signing of Bid

The original and all copies of the proposals shall be neatly typed and shall be signed by an authorized signatory(ies) on behalf of the Bidder. The authorization shall be provided by written Power of Attorney accompanying the proposal. All pages of the proposal, except for un-amended printed literature, shall be initialed by the person or persons signing the proposal. The proposal shall contain no interlineations, erase or overwriting. In order to correct errors made by the Bidder, all corrections shall be done & initialed with date by the authorized signatory after striking out the original words/figures completely.

#### 53. Withdrawal of Bid

Bid cannot be withdrawn during the interval between their submission and expiry of Bid's validity period. Fresh Bid may be called from eligible vendors for any additional item(s) of work not mentioned herein, if so required.

# 54. Interpretation of documents

If any bidder should find discrepancies or omission in the specifications or other tender documents, or if he should be in doubt as to the true meaning of any part thereof, he shall make a written request to the tender inviting authority for correction/clarification or interpretation or can put in a separate sheet along with his technical bid document.

#### 55. Splitting of the Contract and Curtailment of Work

WTL reserves the right to split up and distribute the work among the successful bidders and to curtail any item of work in the schedule partly or fully.

#### 56. Buy Back

Buy back of Desktops & UPS to be considered. The quantity details have been given in Section – M. Price to be quoted in BOQ and L1 to be decided considering the Buy Back price.

#### 57. Preparation of Tender

Tender shall be submitted in accordance with the following instructions:

- (i) Tenders shall be submitted in the prescribed forms. Digital signatures shall be used. Where there is conflict between the words and the figures, the words shall govern.
- (ii) All notations must be in ink or type written. No erasing or overwriting will be permitted. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto and must be initialed in ink by the person or persons signing the tender.
- (iii) Tenders shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No written, oral or telephonic proposals for modifications will be acceptable.
- (iv) Tenders shall be uploaded as notified on or before the date and time set for the opening of tenders in the Notice Inviting Tenders.
- (v) Tenders subject to any conditions or stipulations imposed by the bidder are liable to be rejected.

- (vi) Each and every page of the tender document must be signed with company seal by the bidder.
- (vii) Any bidder may withdraw his tender by written request at any time prior to the scheduled closing time for receipt of tenders and not thereafter.

#### 58. Clarification of Bid

During evaluation of the bids, the Customer/Tender Committee, at its discretion may ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing (fax/email) and no change in the substance of the bid shall seek offered or permitted.

#### 59. Compliance with Law

The contractor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required. The contractor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

#### **60. Erasures or Alternations**

The offers with overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript ions is not only signed by the authorized signatory of the bidder. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Customer may treat offers not adhering to these guidelines as unacceptable. The Customer may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This shall be binding on all bidders and the Tender Committee reserves the right for such waivers.

#### 61. Deemed Acceptance

Deliverables will be deemed to be fully and finally accepted by Department in the event Department has not submitted such Deliverable Review Statement to Bidder/Implementation Partner before the expiration of the 30-days review period, or when Department uses the deliverable in its business, whichever occurs earlier ("Deemed Acceptance").

#### 62. General Terms

- (i) All the pages of the bid document including documents submitted therein must be duly signed and stamped failing which the offer shall be liable to be rejected.
- (ii) All the documents to be submitted by the bidder along with their offer should be duly authenticated by the person signing the offer and if at any point of time during procurement process or subsequently it is detected that documents submitted are forged/tampered/manipulated in any way, the total responsibility lies with the bidder and WTL reserves the full right to take action as may be deemed fit including rejection of the offer and such case is to be kept recorded for any future dealing with them.
- (iii) No Technical/Commercial clarification will be entertained after opening of the tender.
- (iv) Overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscription is not only signed by the authorized signatory of the bidder. All overwriting should be separately written and signed by the authorized signatory of the bidder.
- (v) Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. WTL reserve the right to increase or decrease the quantity specified in the tender.
- (vi) WTL reserve the right to reject or accept or withdraw the tender in full or part as the case may be without assigning the reasons thereof. No dispute of any kind can be raised the right of buyer in any court of law or elsewhere.
- (vii) Supporting technical brochures/catalogues indicating each feature in respect of offered model and make must be submitted along with the offer, in absence of which the offer is liable to be ignored.

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- (viii) WTL reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- (ix) No dispute by the bidders in regard to Technical/Commercial points will be entertained by WTL and decision taken by the Tender Committee will be final.
- (x) Discrepancy in the amount quoted by the bidder due to calculation mistake, the unit rate shall be regarded as firm and the totaling or carry in the amount quoted by the bidder shall be corrected accordingly.
- (xi) Bidder must submit a separate sealed envelope containing a letter of complying the eligibility criteria otherwise the bid of the bidder will not be accepted.
- (xii) The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- (xiii) The acceptance of the tender will rest with the accepting authority who is not bound to accept the lowest or any tender and reserves the right to reject in part or in full any or all tender(s) received and to split up the work among participants without assigning any reason thereof.
- (xiv) The bidder must be present at the time of opening of the Tender. We are not answerable for any queries of any bidder who remain absent at that time.
- (xv) The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

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#### SECTION – D

## TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT

#### 1. EVALUATION PROCEDURE

- Bidders who have submitted the valid Bid Security, i.e., EMD, Tender Document Fee & Bid Form (Section E) as per requirement shall be considered for further evaluation. Absence of these documents may lead to summary rejection of the bid.
- The Eligibility Criteria (Section A) will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- The Tender Committee would evaluate the Techno Commercial Evaluation. In order to facilitate
  the evaluation. The marking scheme presented is an indication of the relative importance of the
  evaluation. Bidders securing a minimum of 70 marks in the Techno Commercial Evaluation will
  only be considered for next step.
- The Tender Committee shall verify the Technical Specification (Technical Specification with Compliance Statement, Section - H. Deviation in specification shall not be allowed. Bidder qualified in Technical Specification shall be considered for further evaluation.
- After qualifying in Technical Specification, qualified bidders will only be considered for Financial Bid evaluation.

#### 2. Techno Commercial Evaluation Criteria

The Evaluation shall be made based on the following criteria:

Description	Max	Details	Break
	Score		UP
A. Organization Capacity			
Proof of Job carried out	30	The bidder shall have independently executed four orders of at least Rs.200 lakhs in total preferably in a Government Department/PSU/Autonomous Body others involving Desktop, & UPS during last three financial years (2010-11, 2011-12 & 2012-13)	10
		Further Three orders of Rs.100 lakhs in total in last 3 financial years. These ordered should be over and above of two orders	20
B. Financial Profile			
The bidder shall have aggregate turnover of not less than Rs.45.00		Aggregate Turnover => 45.00 Crore (FY 2010-11, 2011-12 & 2012-13).	10
crore in last three financial years (2010-11, 2011-12 & 2012-13).	25	Aggregate Turnover => 75.00 Crore (FY 2010-11, 2011-12 & 2012-13).	15
		Aggregate Turnover => 100.00 Crore (FY 2010-11, 2011-12 & 2012-13).	25
C. Support Service			
Support Service Center with Man power. (There are altogether 19		Bidder's Kolkata and five District & OEM's Kolkata and two districts	18.5
district including Kolkata)	25	Other District for bidders (Balance 13 districts)	0.5 points for each district
D. Customer Support Infrastructure			
Call Center	10	Bidder's own call center without Toll free number. Detailed write-up to be submitted	5
	10	Bidder's own call center with Toll free number. Detailed write-up to be submitted	10

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#### 2. FINAL EVALUATION

Financial Proposal of the bidders qualifying in the evaluation of Technical specification will be evaluated. The bidder who has qualified in the Technical Specification evaluation and returns with lowest quote (L1) in financial bid would normally be awarded the contract subject to Post Qualification.

#### 3. AWARDING OF CONTRACT

An affirmative Post Qualification determination will be prerequisite for award of the contract to the most overall responsive bidder. A negative determination will result in rejection of bidder's bid, in which event the WTL will proceed to the next lowest evaluated bidder to make a similar determination of that bidder's capability to perform satisfactorily. WTL will award the contract to the successful bidder whose bid has been determined to be substantially responsive after final negotiation may held with the most responsive bidder, if required. This is a turnkey job in a nature, so bidder(s) to quote all the items mentioned in the tender document, which can ensure single point contact / sole responsibility of the bidder(s) towards project execution. The successful bidder (s) will have to give security deposit in the form of Performance Bank Guarantee.

#### 4. POST OUALIFICATION

The determination will evaluate the Bidder's financial, technical, design, integration, customization, production, management and support capabilities and will be based on an examination of the documentary evidence of the Bidder's qualification, as well as other information WTL deems necessary and appropriate. This determination may include visits or interviews with the Bidder's client's reference in its bid, site inspection, and any other measures. At the time of post-qualification, Directorate of Commercial Taxes may also carry out tests to determine that the performance or functionality of the Information System offered meets those stated in the detailed Technical Specification.

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#### SECTION - D

#### **BID FORM**

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the entire Blank and to be submitted on Letter Head)

To,
Webel Technology Limited
Plot – 5, Block – BP, Sector – V,
Salt Lake City,
Kolkata – 700091.

#### Sub: Supply & Installation of Desktop & UPS on buy back basis.

Dear Sirs.

- 1. We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. WTL/CT/HW/13-14/012 dated 24.01.2014 do hereby propose to execute the job as per specification as set forth in your Bid documents.
- 2. The price quoted are firm during the entire period of execution irrespective of date of completion and not subject to any price adjustment as per in line with the Bid documents. The price and others terms & conditions will remain valid for a period of 180 (One hundred eighty) days from the date of price bid opening and it shall remain binding upon us for acceptance at any time before the expiry of the period. We further declare those prices quoted in our proposal are in accordance with Bid document.
- We confirm that our bid prices include all other taxes and duties and levies applicable on bought
  out components, materials, equipments and other items and confirm that any such taxes, duties and
  levies additionally payable shall be to our account.
- 4. Earnest Money Deposit: We have enclosed EMD in the form of Demand draft for a sum of Rs.4,00,000/- (Demand Draft no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_)
- 5. We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.
- 6. If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.
- 7. We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to ten percent (10%) of the Order value as stipulated in Financial Bid.
- 8. We agree that WTL reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, this	day of	2014
WTI/CT/HW/13-14/012		

Signature	
Name in full	
Name in fun	
Designation	
	Signature Verified by Head of Institution
	Name & Designation
	Full Signature & Stamp

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#### SECTION - F

#### **GUIDANCE FOR E-TENDERING**

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the Bidders to participate in e-Tendering.

#### • Registration of Bidder:

Any Bidder 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. The Bidder is to click on the link for e-Tendering site as given on the web portal.

#### • Digital Signature Certificate (DSC):

Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.

The Bidder can search & download N.I.T. & BOQ electronically from computer once he logs on to the
website mentioned above using the Digital Signature Certificate. This is the only mode of collection
of Tender Documents.

#### • Participation in more than one work:

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

#### Submission of Tenders:

Tenders are to be submitted through online to the website stated above in two folders at a time, one in Techno Commercial Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats)

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

#### Techno Commercial Cover:

#### Technical Documentl

- 1. Copy of Demand Draft of Earnest Money Deposit (EMD)
- 2. Copy of Demand Draft of Tender Application Fee
- 3. Bid Form as per format (Section E)

#### **Technical Document2**

- 1. Copy of NIT duly stamped & signed
- 2. Declaration of Eligibility Criteria, Section S

#### Technical Compliance

- 1. Technical Specification With Compliance Statement (Section H)
- 2. Manufacturer Authorisation Form (Section I)

#### **Financial Cover:**

BOQ will be downloaded and same will be uploaded with quoted rates. While uploading BOQ file name shall remain unchanged. Absence of this document shall lead to summary rejection of the bid.

#### NON-STATUTARY COVER (MY SPACE) CONTAIN FOLLOWING DOCUMENT:

(In each folder, scanned coy will be uploaded with single file having multiple pages)

Sl. No.	Category Name	Sub Category Name	Sub Category Description	
A	CERTIFICATES	A1. CERTIFICATES	<ul> <li>VAT Registration Certificate</li> <li>Service Tax Registration Certificate,</li> <li>Trade License</li> <li>Self Declaration as per Clause – 1 of Section – A</li> <li>Declaration as per Clause no. 10 of Section – A</li> </ul>	
В	COMPANY DETAILS	B1. COMPANY DETAILS 1	<ul> <li>Company Profile (Not more than 3 pages)</li> <li>ISO Certificate as per Clause no. 8 of Section – A</li> </ul>	
		B2. COMPANY DETAILS 2	<ul> <li>Order copies as per Clause no. 2 of Section         <ul> <li>A</li> </ul> </li> <li>Order copies as per evaluation criteria</li> </ul>	
С	CREDENTIAL	CREDENTIAL 1	Bidder's Details as per format (Section – P)	
D	FINANCIAL INFO	WORK IN HAND	Financial Capability of Bidder as per format (Section – O)	
		P/L & BALANCE SHEET 2009-2010	P/L & BALANCE SHEET 2010-2011	
		P/L & BALANCE SHEET 2010-2011	P/L & BALANCE SHEET 2011-2012	
		P/L & BALANCE SHEET 2011-2012	P/L & BALANCE SHEET 2012-2013	
Е	DECLARATION	DECLARATION 1	<ul> <li>Call Center Details as per Clause no. 5 of Section – A</li> <li>Detailed Maintenance Plan</li> </ul>	
		DECLARATION 2	List of Clients of Similar Order, Section – N	
	MANPOWER	TECHNICAL PERSONNEL	Documents as per Clause no. 9 of Section – A (Section – J & K)	
		TECHNICAL PERSONNEL	<ul><li>Product brochure</li><li>Other documents, if any</li></ul>	

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# **SECTION - G**

# **BILL OF MATERIAL**

Sl. No.	Item, Description	Quantity
1	Desktop Computer	710 Nos.
2	Line Interactive UPS	710 Nos.

Bidders to ensure all products are quoted as per tender specifications. Supporting documents i.e., product brochure, OEM website & OEM documents etc. highlighting various features as asked for must be enclosed.

# **BUY BACK ITEMS & QUANTITY**

Sl. No.	Item, Description	Quantity
1	Desktop Computer, Dell Optiplex 755	283 Nos.
2	Desktop Computer, HP DX 7480	152 Nos.
3	UPS, 650 VA, APC make	435 Nos.

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# **SECTION - H**

# **TECHNICAL COMPLIANCE SHEET**

(Tender No. WTL/CT/HW/13-14/012)

- Hyperlinked reference (Section/Page no.) by the bidder-must be hyperlinked in soft copy
- Bidder should submit all relevant data sheet/brochure of all quoted items and should also available in respective OEM's official website.
- Bidder should indicate items mentioned in the OEM data sheet / brochure by marketing the serial no. as mentioned in minimum specification in the RFP

	Quantity	710 (Seven Hundred Ten)Nos.			
	Make				
	Model				
	Part No.				
S1. No.		Item Description	Offered Spec	Complied (Yes/No)	
1	CPU & Chipset	AMD APU A10 / Intel 3 <sup>rd</sup> Generation or higher Corei5 processor with minimum 3.0Ghz or higher clock speed, OEM Motherboard or equivalent.			
	Bus Architecture	l PCI Express , l PCI Express x 16			
	Memory	2*2 GB @ 1333 MHz DDR3 RAM or higher; expandable up to 16 GB minimum at least 2(Two) free DIMM			
	Hard Disk Drive	500 GB @ 7200 rpm Serial ATA – III HDD or Higher capacity			
	Graphics	On Board HD Graphics			
	Monitor	18.5" wide LED Flat Monitor with 5 ms or better response time, TCO 05 compliant  The Monitor should be same Make as System			
	Keyboard & Mouse	USB 104 keys Keyboard & USB Optical Mouse and should be same Make as System			
	Bays	2 Nos. (1 No. External, 1 No. Internal); IO Ports: 6 USB Ports (with at least 2 in front), audio ports for microphone and headphone in the front,			
	Cabinet	Tower with Small form factor (Max. 16 Liters) with inbuilt minimum 5 watt speaker.			
	DVD Drive	8X or better DVD RW Drive			

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Networking	10/100/1000 onboard integrated Ethernet Port	
Operating System	Genuine Windows 8 Professional Edition 64bit, with latest Service Pack Preloaded License with CD / DVD Media and Documentation and Certificate of Authenticity on the cabinet	
OS Certifications	Win Logo, Windows 8 professional OS Certification	
Power Management	Screen Blanking, Hard Disk and System Idle Mode in Power On, Set up Password, Power supply SMPS Surge protected Power cord 3-pin 5 Amp male Indian type	
Power Supply	220-300 Watt (88%/90% efficient power supply, Energy Star 5.0 compliant)	
Management	Out of band Management	
Security	Hood Sensor & Chassis Lock.	
Compliance & Certification	Energy Star 5 Certification, FCC/UL Certified for quoted model (CPU & Monitor) copy of certificate to be attached	
Warranty	(5) Five years on-site comprehensive warranty from OEM	

	IV.	Inimum Specification of Line Inte	eractive UPS	
	Quantity	710 (Seven Hun	dred Ten) Nos.	
	Make			
	Model			
	Part No.			
Sl. No.		Item Description	Offered Spec	Complied (Yes/No)
2	Output Capacity	650VA/390W or higher		
	Input	Voltage Range : 165V - 275 V AC		
		Frequency: 47-53Hz.		
		Phase : Single phase 3 wire		
	Output	Voltage Regulation (Battery Mode) : 230V +/- 10%		
		Frequency Regulation (Battery Mode): 50Hz.+/- 1 Hz.		

Output Connections	3 Nos. India 3pin 5/6Amp socket (all with battery backup with surge protection) 1No. India 3 Pin 5/6 Amp (Surge protection	
Input Connection	India 5/6 Amp power chord,	
Battery Type	12V or 7 Ah - Sealed, maintenance - free lead acid battery	
Backup Time	10 Min. on 100 watt resistive load	
Battery Recharge Time	8 Hours to 90% after complete discharge	
Transfer Time	Less than 10 ms	
Indicator	LED Display	
Audible Alarm	Alarm when on Battery Backup mode, Low Battery, Overload.	
Monitoring	UPS should have advanced monitoring software in CD media with USB compatible connectivity with Desktop including required proper interface cable	
Manufacturer Credentials	Manufacturer should be ISO 9001 Certified	
Warranty	(5) Five years replacement on-site comprehensive warranty from OEM (1st & 2nd year Warranty including battery from OEM)	

Authorized Signatory (Signature In full):	
Name and title of Signatory:	
Company Rubber Stamp:	

# <u>SECTION – I</u>

# **MANUFACTURER'S AUTHORIZATION FORM**

Date:					
To Webel Technology limited Plot-5, Block-BP, Sector-V Salt Lake Kolkata-700 091					
Ref: Tender No.: WTL/CT/HW/13-14/012 dated 24/01/2014					
WHEREAS a		are aving do		auth	of at norize
Products produced by us, for the Supply Requirements asso			er") to submit a	bid of the follo	at owing
When resold by, these provides warranty terms.	oducts are	subject to	o our applicabl	e standard end	user
We assure you that in the event of					
We also confirm thatis of hence provide maintenance and upgrade support for our provide suppor		ed service	provider/syste	m integrator and	d can
We also confirm that the products quoted are on our curre from the day of this letter. We assure availability of spar warranty.					
We also confirm that the material will be delivered within si	weeks fror	n the date (	of placement of c	confirmed order.	ı
Name In the capacity of	f				
Signed					
Duly authorized to sign the authorization for and on behalf o	Ī				
Dated on day of					
<b>Note</b> : This letter of authority must be on the letterhead of the	Manufactur	rer and dul	y signed by an a	uthorized signat	ory.

# **SECTION - J**

# <u>DISTRICT WISE LIST OF SERVICE SUPPORT MANPOWER</u> (BIDDER)

(Tender No. WTL/CT/HW/13-14/012)

Sl. No.	Name of District	Address	Name of Support Personnel	Contact Number
Authoria	zed Signatory (Signature I	n full):		

Authorized Signatory (Signature in Iuli):	
Name and title of Signatory:	
Company Rubber Stamp:	

# **SECTION - K**

# <u>DISTRICTWISE LIST OF SERVICE SUPPORT CENTER & MANPOWER</u> (OEM)

(Tender No. WTL/CT/HW/13-14/012)

Sl. No.	Name of District	Service Support Centre Address	Name of Support Personnel	Contact Number			
Authori	uthorized Signatory (Signature In full):						

runorized signatory (signature in run).
Name and title of Signatory:
Company Rubber Stamp:

#### SECTION - L

## **LOCATIONS FOR INSTALLATION**

- 1. 80% of the total quantity will be installed and commissioned at Kolkata.
- 2. 20% of the total quantity will be installed and commissioned at District Head Quarters or Sub-Division of District.
- 3. Final location will be intimated at the time of placement of order.
- 4. All materials are initially to be delivered at Commercial Taxes Head Quarter (14, Beliaghata Road, Kolkata 700 015). After necessary checking, testing, marking of the all materials under supervision of WTL, successful bidder will take necessary step to transport the material at installation site and take up the installation there at their own cost. Any sticker/ stationery item required to complete the marking will be provided by successful bidder.

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# SECTION - M

# Buy Back Criteria & Location list for Existing Desktop & UPS for Buy Back

S1.	Location Name		Purchase on Year	2009
No.		Dell Optiplex	HP DX 7480	APC 650 VA UPS
		755 (283 Nos.)	(152 Nos.)	(435 Nos.)
1	Coochbehar Charge & PT Office	2		2
2	Jalpaiguri Circle & Charge Building		4	4
3	Darjeeling Charge		1	1
4	Raigunj Circle, Charge & PT office	2		2
5	Maldah Charge & PT office	2		2
6	Balurghat Charge	2		2
7	Beherambpur Circle, Charge & PT office		3	3
8	Krishnanagar Charge & PT office		2	2
9	Barrackpore Charge & PT office		2	2
10	Barasat Charge & PT office		2	2
11	Suri Charge & PT office	2		2
12	Purulia Charge & PT	2		2
13	Burdwan Charge & PT office	2		2
14	Asansol Circle, Charge, PT & Central Section	3		3
15	Durgapur Zonal office, Circle, Charge, PT & TRO office	3		3
16	Bankura Charge & PT office	2		2
17	Medinipur Charge & PT office	2		2
18	Tamluk Charge & PT office		2	2
19	Srirampur Charge & PT office		2	2
20	Diamond Harbour Charge & PT office		2	2
21	Baruipur Charge & PT office		2	2
22	Madan Street Building	13	10	23
23	Behala Circle, Alipur & Budge Budge charge		6	6
24	Behala Charge & PT		2	2
25	Howrah Building	7		7
26	Salt Lake Building	64		64
27	Beliaghata Building	154	107	261
28	Siliguri Charge, PT & Central Section		3	3
29	Howrah Range & PT Building		1	1
30	Durgapur Range			
31	Kharagpur Range	2		2
32	Barobisha Checkpost	2		2
33	Baxirhat Checkpost	4		4
34	Dalkhola Checkpost	3		3
35	Duburdih Checkpost	5		5
36	Chichira Checkpost	5		5
37	Airport Checkpost		1	1
	Total	283	152	435

# SECTION - N

# LIST OF CLIENTS OF SIMILAR ORDERS

(Tender No. WTL/CT/HW/13-14/012)

S1. No.	Name of the Client	Address	Contact Person	Designation	Contact Numbers

uthorized Signatory (Signature In full):	
ame and title of Signatory:	
ompany Rubber Stamp:	

# **SECTION - O**

# FORMAT FOR FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/CT/HW/13-14/012)

## FINANCIAL INFORMATION

Sl. No.	Name of the Bidder	Turnover (Rs/Crores)		
		2010-11	2011-12	20012-13
1				

Authorized Signatory (Signature In full):	_
Name and title of Signatory:	
Stamp of the Company:	
Note: Submit the audited financial statement/ audited annual report of the l	ast three financial years

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# **SECTION - P**

# **FORMAT FOR BIDDER'S DETAILS**

(Tender No. WTL/CT/HW/13-14/012)

1	Name of the Firm	
2	Registered Office Address	
	Contact Number	
	Fax Number	
	E-mail	
3	Correspondence / Contact address	
	Name & Designation of Contact person	
	Address	
	Contact Number	
	Fax Number	
	E-mail	
4	Is the firm a registered company? If yes, submit	
_	documentary proof	
	Year and Place of the establishment of the company	
6	Former name of the company, if any	
7	Is the firm	
_	a Government/ Public Sector Undertaking	
	a propriety firm	
	<ul> <li>a partnership firm (if yes, give partnership deed)</li> </ul>	
	a limited company or limited corporation	
	<ul> <li>a member of a group of companies, (if yes,</li> </ul>	
	give	
	<ul> <li>name and address and description of other</li> </ul>	
	companies)	
	a subsidiary of a large corporation (if yes give	
	the name and address of the parent	
	organization). If the company is subsidiary, state	
	what involvement if any, will the parent company	
	have in the project.	
8	Is the firm registered with Sales Tax department? If yes,	
	submit valid VAT Registration certificate.	
9	Is the firm registered for Service Tax with Central Excise	
	Department (Service Tax Cell)? If yes, submit valid	
	Service Tax registration certificate.	
10	Total number of employees. Attach the organizational	
	chart showing the structure of the organization.	
11	Are you registered with any Government/ Department/	
	Public Sector Undertaking (if yes, give details)	
12	How many years has your organization been in business	
	under your present name? What were your fields when	
	you established your organization	
13	What type best describes your firm? (Purchaser reserves	
	the right to verify the claims if necessary)	
	<ul> <li>Manufacturer</li> </ul>	
	<ul><li>Supplier</li></ul>	
	<ul> <li>System Integrator</li> </ul>	
	<ul><li>Consultant</li></ul>	
	<ul> <li>Service Provider (Pl. specify details)</li> </ul>	
	<ul> <li>Software Development</li> </ul>	
	<ul> <li>Total Solution provider (Design, Supply ,</li> </ul>	
	Integration, O&M)	

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	■ IT Company	
14	Number of Offices in district head quarters in West	
	Bengal	
15	Is your organization has ISO 9001:2008 certificates?	
16	List the major clients with whom your organization has	
	been / is currently associated.	
17	Have you in any capacity not completed any work	
	awarded to you? (If so, give the name of project and	
	reason for not completing the work)	
18	Have you ever been denied tendering facilities by any	
	Government / Department / Public sector Undertaking?	
	(Give details)	

Authorized Signatory (Signature In full):	
Name and title of Signatory:	_
Company Rubber Stamp:	

# SECTION - Q

# **PROFORMA FOR PRE-BID MEETING QUERIES**

(Tender No. WTL/CT/HW/13-14/012)

	Queries			
Sl. No.	Section No.	Clause No.	Page No.	Queries
Authorized Signatory (Signature In full):				
Name a	nd title of Siç	gnatory:		
Compai	ny Rubber Si	tamp:		

**Note:** The filled form to be submitted in XLS & PDF Format. There is a cutoff date for receiving of queries before Pre Bid Meeting. Queries received after the cutoff period will not be accepted. The Purchaser reserves the right to respond all queries over e-mail.

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Name of the Bidder:

# SECTION - R

# PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank)

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT -CUM-PRFORMANCE GUARANTEE
Ref Bank Guarantee no
Date
PROFORMA OF BG FOR SECURITY DEPOSIT
PROTORNIA OF BOTOR BLOCKET BLFOSH
KNOW ALL MEN BY THESE PRESENTS that in consideration of WEBEL TECHNOLOGY LIMTED, Government of West Bengal Undertaking incorporated under the Companies Act, 1956 having i Registered office at Webel Bhavan, Block EP&GP, Sector V, Kolkata-700 091 (hereinafter called "The Purchaser") having agreed to accept from
(hereinalter called the said work order
called "the Guarantor") do hereby undertake to indemnify and keep indemnified the Purchaser to the
extent of Rs (Rupees) only against any loss or damage caused to c
suffered by the Purchaser by reason of any breach by the Contractor of any of the terms and condition contained in the said Work Order No dated of which breach the
opinion of the Purchaser shall be final and conclusive.
(2) AND WE,DO HEREBY Guarantee and undertake to pay forthwith on demand to the Purchaser such sum not exceeding the said sum ofRupees) only as may be specified in such demand, in the event of the Contractor failing or neglecting to execute fully efficiently and satisfactorily the order for Work Order nodated
(3) WE further agree that the guarantee herein contained shall remain in fu
force and effect during the period that would be taken for the performance of the said order as laid down the said Work Order No dated including the warranty obligations and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Work Order No dated have been fully paid and its claims satisfied or is charge or till the Purchaser or its authorized representative certified that the terms and conditions of the said Work Order No dated have been fully and properly carried out by the said contractor and accordingly discharged the guarantee.
(A) III.
(4) We the Guarantor undertake to extend the validity of Bank Guarantee at the request of the contractor for further period of periods from time to time beyond its present validity period failing which we shall pay the Purchaser the amount of Guarantee.
personal management of detailment.
(5) The liability under the Guarantee is restricted to Rs (Rupees
) only and will expire on and unless a claim in writing is presented to u
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or an action or suit to enforce the claim is filled against us within 6 months from $\_\_$ rights will be forfeited and we shall be relieved of and discharged from all our liabilitie	
(6) The Guarantee herein contained shall not be determined or effected by liquidat	
insolvency or closer of the Contractor.	
(7) The executants has the power to issue this guarantee on behalf of Guarantor and power of Attorney granted in his favour by the Guarantor authorizing him to execute the	
(8) Notwithstanding anything contained herein above, our liability under this guarant (Rupees) only and our guarantee shall re-	main in force up to
and unless a demand or claim under the guarantee is made on us in	
all your rights under the guarantee shall be forfeited and we sl discharged from all liabilities there under.	nam be remeved and
WE, lastly undertake not to revoke this guarantee during	the currency except
with the previous consent of the Purchaser in writing. In witing have set and subscribed our hand on	
this day of	
SIGNED, SEALED AND DELIVERED WITNESS	
1)	
(Stamp of the executants)	
2)	
(Name & address in full with	
Rubber Stamp)	

#### INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

- 1. Bank Guarantee (B.G.) for Advance payment, Mobilization Advance, B.G. for security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non-Judicial Stamp paper of the applicable value and to be purchased in the name of the Bank.
- 2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
- 3. The B.G. should be executed by a Nationalised Bank/ Scheduled Commercial Bank preferably on a branch located in Kolkata. B.G. from Co-operative Bank / Rural Banks is not acceptable.
- 4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
- 5. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp shall be treated as Non-valid.
- 6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
- 7. The content of the B.G. shall be strictly as Proforma prescribed by WTL in line with Purchase Order /LOI/ Work Order etc. and must contain all factual details.
- 8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
- 9. In case of extension of a Contract the validity of the B.G. must be extended accordingly.
- 10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order / LOI / Work Order etc.
- 11. Issuing Bank / The Vendor are requested to mention the Purchase Order / Contract / Work Order reference along with the B. G. No. for making any future queries to WTL

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# **SECTION - S**

# **DECLARATION OF ELIGIBILITY CRITERIA**

(Tender No. WTL/CT/HW/13-14/012) (In Bidder's Letter Head)

Sl. No.	Eligibility Criteria	Document Submitted	Reference Document Submitted
1	The bidder shall be either an Original Equipment Manufacturer (OEM) /Authorised distributors/dealers/reputed organizations/Authorised System Integrator in India. Self Declaration to be submitted.	Yes/No	
2	The bidder shall have independently executed four orders of at least Rs.200.00 lakhs in total preferably in a Government Department/PSU/Autonomous Body others involving Desktop, & UPS during last three financial years (2010-11, 2011-12 & 2012-13). References order copy for the project to be provided.	Yes/No	
3	The bidder shall have aggregate turnover of not less than Rs.15.00 crore in each year for last three financial years (2010-11, 2011-12 & 2012-13). Audited Annual Balance Sheet to be submitted.	Yes/No	
4	The bidder should have valid VAT Registration Certificate, Service Tax Registration Certificate & Trade License. Certificates as evidence to be submitted.	Yes/No	
5	The bidder should have a Call Centre operational on all days of the year except Sundays & National holidays. Each registered call would be provided a unique number. All received calls and their resolution details have to be communicated to WTL on a fortnightly basis during the entire period of the contract. Bidder's details to be submitted. OEM's Call center details and escalation matrix are to be furnished	Yes/No	
6	Tender specific Manufacturer's Authorizations for Desktop & UPS must be submitted as per format (Section -I), without which the offer will be treated as non-responsive and summarily rejected.  Desktop	Yes/No	
	UPS		
7	Bidder should submit Earnest Money Deposit (EMD) of Rs.4,00,000.00 (Rupees Four Lakh only) in the form of Demand Draft from any Scheduled Bank in favour of Webel Technology Limited payable at Kolkata.	Yes/No	
8	The bidder shall have Quality Certificate (ISO 9001:2008). Copy of Certificate to be submitted.	Yes/No	
9	The Bidder/OEM must have Support Service Center with manpower in Kolkata and Service personal at least five Districts in West Bengal so that any call reported is attended within the response time. There are 18 District. OEM for the corresponding products should have Support Service Center with in Kolkata and at least two Districts in West Bengal. The detailed Support Service with manpower for bidder & OEM should be submitted as per format (Section – J & K).	Yes/No	
10	Bidder to ensure posting of two engineers at Beliaghata office, under supervision of Webel Technology Ltd. for maintaining the tender specific Hardware along with OS for the entire warranty period (i.e. 60 months from the date of final acceptance of the system by the customer or 62 months from date of delivery, which ever is earlier). No separate cost for manpower will be chargeable. A declaration in this regards is to be submitted in bidder's letter head in original.	Yes/No	

Stamp & Signature of Bidder