

SHORT TENDER NOTICE

Sealed Tenders are invited for 2nd Phase (Phase-II) Training and Certification of selected 958 (maximum) Phase-I trained VAT Return Preparers (VRPs) during the financial year 2013-14 for Directorate of Commercial Taxes, Govt. of West Bengal. Tenders must be reputed training organization and having Training Centers with infrastructure and faculty at all districts of West Bengal.

1.	Tender No. & Date	WTL/CT/TRG/14-15/002 dated 28.05.14.
2.	Version No.	1.0
3.	Brief description of work	2 nd Phase (Phase-II) Training and Certification of selected 958 (maximum) Phase-I trained VAT Return Preparers during the financial year 2013-14
4.	Tender document Fee	Rs. 2000.00 (Rupees Two Thousand only)
5.	Earnest Money Deposit	Rs. 50000.00 (Rupees Fifty Thousand only) in the form of DD from any Scheduled bank in favour of Webel Technology Limited payable at Kolkata
6.	Date of Publishing of the Tender Document	28.05.2014, Websites- www.wtl.co.in , www.wbcomtax.gov.in
7.	Date and Time for submission of Pre-Bid Queries 2 nd Phase (Phase-II) Training and Certification of selected 958 (maximum) Phase-I trained VAT Return Preparers	06.06.2014 at 15.00 hrs The queries shall be submitted in the format as provided in the Tender document (Section – P). Queries will be sent Manager (Purchase) (arunava.saha@wtl.co.in) & copy to Dy. Manager (psmitra@yahoo.com) / Mr. Debasis Majumdar (debasis.majumdar@wtl.co.in) Each Bidder shall send only one e-mail containing the Pre-Bid Queries, as per format. In case of more than one e-mail, only the queries provided in the first e-mail shall be considered.
8.	Pre-Bid Meeting date & time	10.06.2014. at 15.00 hrs <ul style="list-style-type: none"> • Bidder submits the Tender document fee will be allowed to attend the Pre-Bid meeting and queries will be replied for that bidder only. In case the bidder did not attend the Pre-Bid meeting, the cost of Tender document fee shall be submitted along with the bid. • Only two persons for each intending bidder's organization, who will buy the tender, will be allowed to attend the Pre Bid Meeting. • The person should have proper authorization in respective company Letter Head.
9.	Last date & time of Tender Submission	18.06.2014 at 14.00 hrs
10.	Date & time of opening of Tender	18.06.2014 at 14.30 hrs
11.	Venue of Pre-Bid Meeting, Bid Submission & Bid Opening	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
12.	Submission of Tender document Fee & EMD	Demand Draft will be in favour of Webel Technology Limited payable at Kolkata. Webel Technology Limited (A Government of West Bengal) Block – BP, Plot – 5, Sector – V, Salt Lake City, Kolkata – 700 091 Non submission of Demand Draft (Tender document fee) & EMD will lead to summarily rejection of Bid document.
	Contact person	Mr. P. S. Mitra - 23673403-06 (Extn – 214) Mr. Arunava Saha – 23673403-06 (Extn – 212) Mr. Debasis Majumadar - 23673403-06 (Extn – 227)

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SECTION – A
INTRODUCTION

Directorate of Commercial Taxes, Government of West Bengal has given 1st Phase (Phase-I) of training in VAT Return Prepares (VRPs) to 958 (Nine hundred fifty eight) candidates. Directorate has decided to train further the 1st Phase (Phase-I) certified candidates in VAT Return Prepares (VRPs) during the financial year 2013-14. For that purpose, WTL, (hereinafter referred to as "Customer") invites Request for Proposal (hereinafter referred to as "RFP") on behalf of Directorate of Commercial Taxes, Govt. of West Bengal (hereinafter referred to as "CTD") for 2nd Phase (Phase-II) VAT/Central/WBST Return Prepares during the financial year 2013-14.

Objective of the Project

To develop the necessary skill and knowledge among the target group for preparation and online submission of Returns with Annexure under different Acts administered by the Directorate of Commercial Taxes, Govt. of West Bengal and about different other tax related services. This training of VAT Return Prepares (VRPs) includes testing of their development knowledge and skill.

Target Group

Maximum 958 1st Phase (Phase-I) trained candidates having the completion certificate.

Venue of Training

The training shall be organized at the bidder's centers in all districts of West Bengal. The training shall not be residential. The training centers shall be well equipped with computers, MMPs and other infrastructures.

SECTION - B
SCOPE OF WORK

The Bidder shall, for the purpose of enrollment, training and certification to persons to act as VAT Return Preparers follow the following procedure, namely:

- Bidder shall invite the 1st Phase (Phase-I) certified candidates having valid certificate.
- Directorate of Commercial Taxes will provide district wise list of candidates to the bidder.
- Bidder shall train the candidates so enrolled in accordance with the curriculum provided by the Directorate of Commercial Taxes. Master trainer to be developed by the bidder at their cost under guidance of Directorate of Commercial Taxes.
- Training shall be conducted in all districts. There should be fixed number of candidates from a particular district.
- Bidder shall develop the training material under the guidance of Directorate of Commercial Taxes. The training material shall be provided to the candidates by the bidder.
- Bidder shall, after completion of training, conduct an examination of the enrolled candidates on the question bank framed by the Directorate of Commercial Taxes and issue certificate to the successful candidates.
- Bidder shall provide the certificate to successful candidates duly approved by Directorate of Commercial Taxes.
- Partner Organization/Bidder shall function under the overall guidance and control of CTD and follow the instructions issued to it by the Directorate from time to time.
- Duration of Training of enrolled persons shall be 3 weeks with 5 days a week (90 man hours). The training should be on individual PCs or at the most on twin sharing of PCs.
- A Stamp Paper Agreement to be made between the Partner Organisation/Bidder and CTD/WTL before starting of job.

SECTION - C
ELIGIBILITY CRITERIA

1. The bidder shall be a reputed organization for Training business in India. Self Declaration to be submitted.
2. The bidder shall have office at Kolkata. Self Declaration to be submitted.
3. The bidder shall have independently executed one order of at least Rs.2.00 lakhs in total in a Government Department/PSU/Autonomous Body involving IT training during last three financial years (2010-11, 2011-12 & 2012-2013). References order copy for the project to be provided.
4. The bidder shall have aggregate turnover of not less than Rs.25.00 lacs each year in last three financial years (2010-11, 2011-12 & 2012-13). Copy of Audited Annual Balance Sheet to be submitted.
5. The bidder should have valid Trade License, Service Tax Registration Certificate & PAN. Documentary evidence to be submitted.
6. Bidder shall have own/authorized training centre with sufficient infrastructural facility including faculty to impart training to the target group in West Bengal. Details List of Centers to be submitted (Section – K & L).

In absence of any one of the above, the offer will be treated as non-responsive and summarily rejected

SECTION – D

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 within 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 WTL / Directorate of Commercial Tax signs the agreement for commission of bandwidth and render services for the connectivity between two locations.

“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 Tax 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.

“Government” / “Gov. of W. Bengal” means the Government of West Bengal.

“Gol” shall stand for the Government of India.

“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 the Infrastructure Solution or any part thereof.

"Project" means VAT Return Prepares during the financial year 2012-13 for the Directorate of Commercial Taxes, 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 3 years from the date of Final acceptance of the Project

"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.

"CTD" 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

"WTL" means Webel Technology Limited a Gov. of W. Bengal undertaking.

"Month", means a calendar month.

"Bid" means the complete bidding document submitted by the Bidder to the WTL and shall include any corrections, addenda and modifications made therein.

"Tenderer" means the organisation/institution, which is floating the tender i.e. Webel Technology Limited

2. Sealing, Marking and Submission of Bid

Interested Bidders are required to submit their bids in separate sealed envelopes as per instructions given below: -

Bidders shall submit their bids in three parts each in separate sealed envelope super-scribed with RFP document number, due date, Project name (VAT/Central/WBST Return Prepares Phase-II training during the financial year 2013-14).

Part – I	:	Bid Security & Bid Form as per Section – E
Part – II	:	Declaration complying Eligibility Criteria as per Section – C & O with detailed supporting documents. Techno Commercial Bid with detailed supporting document
Part – III	:	Other Supporting documents as per Section - P
Part – IV	:	Price Bid as per Section – N

The envelopes containing Part – I, Part – II, Part – III & Part – IV of offer shall be enclosed in a large envelop duly sealed and super-scribed with Tender document number, due date, Project name (VAT Return Prepares during the financial year 2013-14).

The bidder shall seal & mark various parts of the proposal as follows:

- I) Bid Security, Bid Form & Tender document Fee (if not submitted before Pre Bid Meeting) in one envelope super- scribed with words
“Bid Security, Bid Form & Tender document fee for VAT/Central/WBST Return Prepares Phase-II training during the financial year 2013-14”.
- II) Declaration of complying Eligibility Criteria & Techno Commercial Bid in one envelope super- scribed with words
“Declaration of Eligibility Criteria/ Techno Commercial Bid for VAT/Central/WBST Return Prepares Phase-II training during the financial year 2013-14”.
- III) Price Bid in one envelope super- scribed with words
“Price Bid for VAT/Central/WBST Return Prepares Phase-II training during the financial year 2013-14”.
- IV) All the envelopes shall be sealed in a covering envelope super scribed with words
“Tender No.: WTL/CT/TRG/14-15/002 dated 28.05.14”.

Every envelope and forwarding letter of various parts of the proposal shall be addressed as follows:

Webel Technology Limited
Plot-5, Block-BP, Sector-V
Salt Lake City,
Kolkata - 700 091.

The envelope shall be sealed by signing across all joints & pasting good quality transparent adhesive tape on top of such joints & signatures with company seal. Proposals sent through telex/telegrams/fax/e-mail shall not be accepted. WTL shall not be responsible for delay on account of delivery by the postal authorities as well as courier companies. Such delivery shall be at the risk and cost of the bidder. If the envelopes are not sealed and marked as required above, WTL shall assume no responsibility for the proposal's misplacement or premature opening.

The sealed envelope containing Part – I, Part – II, Part – III & Part – IV must be delivered to the Purchase Department, Webel Technology Limited, Plot-5, Block-BP, Sector –V, Salt Lake City, Kolkata -700 091 through post/speed post/Courier or dropped personally in the Tender Box kept in WTL office on or before 14.00 hrs on 10.06.2014. No other mode of delivery shall be accepted. WTL will not be responsible for any postal delay.

3. Pre Bid Meeting

A Pre Bid Meeting will be held on 10.06.2014 at 15.00 hrs at premises of WTL. Bidder can send their queries as per format enclosed to Manager (Purchase) and copy to Dy. Manager / Mr. D. 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 and carrying valid authorization letter on official letter head bearing company seal.

4. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of the bid and WTL will no case be responsible for those costs regardless of the conduct or outcome of the bidding process.

5. 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.

6. 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.

7. 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.

8. 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.

9. Bidder's Solution

The bidders are requested to study the Scope of Work with this document carefully. While working out the solution the bidder has to work as per requirement. While submitting the bid the bidder has to detail out all components needed to complete the work. The bidder is required quote for each item retaining all major components/sub system detailed and specified. As the contractor will be responsible for smooth functioning during the tenure of the service period.

10. Earnest Money Deposit (EMD)

The firm shall furnish an EMD of Rs.50000/- (Rupees fifty thousand 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 accompanied with the EMD shall be rejected. The validity of EMD instrument will be initially 3 months, have to extend, if required.

11. 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.

12. 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.

13. 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 not 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.

14. Evaluation Procedure

- Bidders who have submitted the valid Bid Security, i.e., EMD, Bid Form & Tender document fee (Part – I) as per requirement shall be considered for further evaluation. Absence of any document may lead to summary rejection of the bid.
- The Eligibility criteria (Part – II) 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 Criteria laid down along with the assigned weights have been presented below. The marking scheme presented is an indication of the relative importance of the evaluation. Bidders securing a minimum of 70 marks in the technical evaluation will only be considered for further Price bid evaluation.
- After qualification in Techno Commercial Evaluation, qualified bidders will be considered for Price Bid evaluation.

15. Techno Commercial Evaluation Criteria

The Evaluation shall be made based on the following criteria:

Description	Max Score	Details	Break Up
ISO 9001:2008 Certificate	10	Bidder having certificate will get point otherwise zero	10
Proof of Job carried out	25	Orders executed related to IT training in Government / PSU / Public or private sector bank / Insurance companies in last three financial years (2010-11, 2011-12 & 2012-13)	
		Above Rs.2.00 lakhs to Rs.5.00 lakhs	10
		Above Rs.5.00 lakhs to Rs.8.00 lakhs	15
		Above Rs.8.00 lakhs to Rs.11.00 lakhs	20
Training Centers with	20	Kolkata plus 5 districts	25
			10

Faculty in districts		Kolkata plus 10 districts	15
		Kolkata plus 18 districts	20
Faculty at Training Centers in districts	30	Kolkata (Number of faculty) – 10 (minimum)	03
		Kolkata Center (Number of faculty) – Above 10 but not more than 15	06
		Kolkata Center (Number of faculty) – Above 15 but not more than 20	10
		Kolkata Center (Number of faculty) – Above 20	15
		District Centers (Number of faculty) – 3 per center (minimum)	03
		District Centers (Number of faculty) – More than 3 but not more than 5 per center	06
		District Centers (Number of faculty) – More than 5 but not more than 10 per center	10
		District Centers (Number of faculty) – More than 10 per center	15
		Total turnover for the last three financial years (2010-11, 2011-12 & 2012-13)	15
Turnover - 100.00 lakhs & above	10		
Turnover - 150.00 lakhs & above	15		
	100		

The evaluation process is at the sole discretion of the Technical Committee. No request, persuasion, canvassing will be entertained.

16. Final Evaluation

Price Bid of the bidders qualified in the Techno Commercial Evaluation will be evaluated. The bidder who has qualified in the Techno Commercial Evaluation and returns with lowest quote in Price Bid will normally be awarded the contract subject to Post Qualification.

17. Awarding of Contract

An affirmative post-qualification determination will be a prerequisite for award of the contract to the most overall responsive bidder. A negative determination will result in rejection of the bidder's bid, in which event WTL will proceed to the next lowest bidder to make a similar determination of the bidder's capabilities to perform satisfactorily. WTL will award the contract to the successful bidder whose bid has been determined to be substantially responsive after the final negotiation held with the most responsive bidder, if required. The successful bidder will have to give security deposit in the form of Performance Bank Guarantee.

18. Post Qualification

This determination may include fraud/miss-representation by the bidder on visits or interviews with the Bidder's client's reference in its bid, site inspection, and cross examination of any submitted document and any other measures by appropriate authority at the time of post-qualification. This determination may include visits or interviews with the Bidder's client's reference in its bid, site inspection, and any other measures.

19. Contract Execution

On receipt of the Letter of Award 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 date of completion of project.

20. Time frame of the Project

Bidder should complete the project within 4 weeks from the date of Work Order.

21. Liquidity Damage / Penalty

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 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.

22. 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.

23. Terms of Payment

Payment terms will be on back-to-back basis and upon completion of 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.

24. 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.

25. Patents & Copyright

If a third party claims that a service 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

- 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 (whichever 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.

26. 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.

27. 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.

28. 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.

29. 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 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.

30. Equipment

All equipment necessary for the work shall have to be procured by the contractor unless otherwise specified elsewhere in these tender documents. The equipment used the 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. No defective equipment should be used 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.

31. Sub-Contract

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

32. 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 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.

33. 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.

34. 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 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 up to 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 for 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.

35. Performance Bank Guarantee (PBG)

As a guarantee for timely execution of project as well as performance, as mentioned in Scope of Work, the bidder will have to submit 10% of the contract value as security in the form of Performance Bank Guarantee from any nationalized/scheduled bank valid for six months beyond the completion of project. PBG to be submitted within 15 days from the date of issuance of order.

38. 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 onsite 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.

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 Service Implementation Plan. This should also indicate expected dates of the events
- Submit a mutually approved Acceptance Test Procedure in consultation with WTL
- Final Acceptance of deployed service.

39. WTL'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.

40. 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.

41. 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.

42. 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.

43. 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.

44. Taxes & Duties

- The prices shall be inclusive of all taxes & levies including Service Tax. However the rate and quantum of taxes should be indicated separately in the Price Bid / bill.
- The Purchaser shall be authorized to deduct any tax as applicable from the bidder's payment.
- For the purpose of the Contract, it is agreed that Contract Price specified in Price 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 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.

45. 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.

46. 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.

47. Late Bid

Any proposal received by WTL after the deadline for submission of proposals may not be accepted. WTL reserves the right to accept of the late entries.

48. Opening of Bid by WTL

Bids shall be opened in the presence of Bidder's representative (maximum 2) who chooses to attend. 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.

49. 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.

50. Right to reject any or all Bids

WTL/CTD 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.

51. Bid Currencies

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

52. Price

- Price should be quoted in the Price Bid format only. No deviation in any form in the Price Bid sheet is acceptable
- Price to be quoted inclusive of all charges.
- Percentage/specified amount of taxes & duties should be clearly mentioned otherwise WTL reserves the right to reject such vague offer.

53. 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.

54. 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.

55. Non-Transferability of Tender

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

56. 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.

57. 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.

58. Splitting of the Contract and Curtailment of Work

WTL/CTD 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.

59. Preparation of Tender

Tender shall be submitted in accordance with the following instructions:

- (i) Tenders shall be submitted in the prescribed forms. All signatures shall be in longhand. 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, telegraphic or telephonic proposals for modifications will be acceptable.
- (iv) Tenders shall be delivered to the office as notified on or before the date and time set for the opening of tenders in the Notice Inviting Tenders. The packet of documents including the tender shall be enclosed in sealed envelope having the title of the work and the name of the bidder.
- (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.

60. Clarification of bids

WTL reserve the right to ask for clarification in the bid documents submitted by the bidder. The request for clarification and the response shall be in writing and no change in the substance of the bid shall be sought, offered or permitted. Documents may be taken if decided by the committee.

61. Erasures or Alterations

The offers containing erasures or alterations will not be considered. 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 customer reserves the right for such waivers.

62. 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.

63. 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.

64. Compliance with Laws

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 and 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.

62. General Terms

- (i) All pages of Bid submitted by the bidder should have serial number with proper indexing.
- (ii) 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.
- (iii) 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.
- (iv) Details of the enclosures should be clearly mentioned in the forwarding letter in your letter head along with the bid.
 - (v) No Technical/Commercial clarification will be entertained after opening of the tender.
 - (vi) WTL/CTD 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) WTL/CTD reserves the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
 - (viii) WTL/CTD at its discretion may extend the deadline for the submission of bids.
 - (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. WTL are not answerable for any queries of any bidder who remain absent at that time.
 - (xv) 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. All overwriting should be separately written and signed by the authorized signatory of the bidder.
 - (xvi) No variation in or modification of terms of the Agreement shall be mode excepted by written amendment signed by the parties.

SECTION – E

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: Training & Certification of 958 (maximum) 2nd Phase (Phase-I) trained VAT Return Prepares for the Directorate of Commercial Taxes, Govt. of West Bengal

Dear Sirs,

1. We the undersigned bidder/(s), having read and examined in details the Scope of Work and other documents of the subject tender no. WTL/CT/TRG/14-15/002 dated 28.05.2014 do hereby propose to execute the job as per requirement 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.
3. 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.50000/- (Demand Draft no. _____ dated _____ drawn on _____)
5. We declare that job shall be executed strictly in accordance with the requirements 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 (Section – M) of the value equivalent to ten percent (10%) of the Order value as stipulated in Price Bid document (Section – N).
8. We agree that WTL/CTD 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, thisday of2014

.....
Signature

.....
Name in full

.....
Designation

Signature Verified by Head of Institution

.....
Name & Designation

.....
Full Signature & Stamp

SECTION – F

FORMAT FOR BIDDER'S DETAILS

(Tender No. WTL/CT/TRG/14-15/002)

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	
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	<p>Is the firm</p> <ul style="list-style-type: none"> ▪ a Government/ Public Sector Undertaking ▪ a propriety firm ▪ a partnership firm (if yes, give partnership deed) ▪ a limited company or limited corporation ▪ a member of a group of companies, (if yes, give name and address and description of other 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	<p>What type best describes your firm? (Purchaser reserves the right to verify the claims if necessary)</p> <ul style="list-style-type: none"> ▪ Manufacturer ▪ Supplier ▪ System Integrator ▪ Consultant ▪ Service Provider (Pl. specify details) ▪ Software Development 	

	<ul style="list-style-type: none"> ▪ Total Solution provider (Design, Supply , Integration, O&M) ▪ 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 – G

LIST OF CLIENTS

(Tender No. WTL/CT/TRG/14-15/002)

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

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

SECTION – H

FORMAT FOR PRE-BID MEETING QUERIES

Name of the Bidder:

Tender No.: WTL/CT/TRG/14-15/002

Queries

Sl. No.	Section No.	Clause No.	Page No.	Queries

Note: The filled form to be submitted in XLS & PDF Format. There is a cut-off 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.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

SECTION – I

FORMAT FOR FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/CT/TRG/14-15/002)

Sl. No.	Name of the Bidder	Turnover (Rs/Lakhs)		
		2010-11	2011-12	2012-13
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 last three financial years.

SECTION - J

LOCATIONS FOR TRAINING

Sr.	Districts
1.	Darjeeling
2.	Jalpaiguri
3.	Coochbehar
4.	Uttar Dinajpur
5.	Dakshin Dinajpur
6.	Malda
7.	Murshidabad
8.	Birbhum
9.	Burdwan
10.	Nadia
11.	Purulia
12.	Bankura
13.	Hooghly
14.	South 24 Parganas
15.	North 24 Parganas
16.	Purba Medinipur
17.	Paschim Medinipur
18.	Howrah
19.	Kolkata

SECTION – K

LIST OF DISTRICTWISE TRAINING CENTERS

(Tender No. WTL/CT/TRG/14-15/002)

Sl. No.	Name of District	Training Centre Address	Name of Head of the Training Centre	Contact Number

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

SECTION – I
DETAILS OF DISTRICTWISE FACULTY

(Tender No. WTL/CT/TRG/14-15/002)

Sl. No.	Name of Faculty	Qualification	Contact Number	Working Experience (No. of years)	Name of District the faculty is working

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

SECTION – M

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

KNOW ALL MEN BY THESE PRESENTS that in consideration of WEBEL TECHNOLOGY LIMITED, a Government of West Bengal Undertaking incorporated under the Companies Act, 1956 having its Registered office at Webel Bhavan, Block EP&GP, Sector V, Kolkata-700 091 (hereinafter called "The Purchaser") having agreed to accept from _____(hereinafter called "The Contractor") Having its Head Office at _____, a Bank guarantee for Rs. _____ in lieu of Cash Security Deposit for the due fulfillment by the Contractor of the terms & conditions of the Work Order No. _____ dated _____ issued by the Purchaser for _____(hereinafter called "the said work order _____ dated _____)". We _____ (Name & detailed address of the branch) (hereinafter 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 or suffered by the Purchaser by reason of any breach by the Contractor of any of the terms and conditions 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 of _____ Rupees _____) 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 no. , _____ dated _____

(3) WE _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in 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 charged 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.

(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.

(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 us or an action or suit to enforce the claim is filled against us within 6 months from _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter)

(6) The Guarantee herein contained shall not be determined or affected by liquidation or winding up or insolvency or closer of the Contractor.

(7) The executants has the power to issue this guarantee on behalf of Guarantor and holds full and valid power of Attorney granted in his favour by the Guarantor authorizing him to execute the Guarantee.

(8) Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____) only and our guarantee shall remain in force up to _____ and unless a demand or claim under the guarantee is made on us in writing on or before _____ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

WE, _____ lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Purchaser in writing. In witness whereof we _____ have set and subscribed our hand on

this _____ day of _____.

WITNESS

1) _____

2) _____
(Name & address in full with Rubber Stamp)

SIGNED, SEALED AND DELIVERED

(Stamp of the executants)

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 Nationalized 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

SECTION – N

PRICE BID

(Tender No. WTL/CT/TRG/14-15/002)

Sl. No.	Item Description	Qty	Unit (per Citizen)	Unit Rate (Rs./Citizen)	Total (Rs.)
1.	Training & Certification of Phase-I certified (maximum 958) VAT Return Prepares for the Directorate of Commercial Taxes, Govt. of W.B.	958	No.		
Tax Amount					
Total Value					
Rupees					

The percentage of Tax to be mentioned.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of Company: _____

SECTION – O

DECLARATION OF ELIGIBILITY CRITERIA

(In Bidder's Letter Head)

(Tender No. WTL/CT/TRG/14-15/002)

Sl. No.	Eligibility Criteria	Declaration & Document Submitted	Reference Page No in Bid
1	The bidder shall be a reputed organization for Training business in India. Self Declaration to be submitted.		
2	The bidder shall have office at Kolkata. Self Declaration to be submitted.		
3	The bidder shall have independently executed one order of at least Rs.2.00 lakhs in total in a Government Department/PSU/Autonomous Body involving IT training during last three financial years (2010-11, 2011-12 & 2012-2013). References order copy for the project to be provided.		
4	The bidder shall have aggregate turnover of not less than Rs.25.00 lacs each year in last three financial years (2010-11, 2011-12 & 2012-2013). Copy of Audited Annual Balance Sheet to be submitted.		
5	The bidder should have valid Trade License, Service Tax Registration Certificate & PAN. Documentary evidence to be submitted.		
6	Bidder shall have own/authorized training centre with sufficient infrastructural facility including faculty to impart training to the target group in West Bengal. Details List of Centers to be submitted (Section – K & L).		

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

SECTION – P

LIST OF DOCUMENTS SUBMITTED

(Tender No. WTL/CT/TRG/14-15/002)

Sl. No.	Name of Documents	Enclosed (Y/N)	Page No.
1	Earnest Money Deposit of Rs.50000/- (Rupees Fifty thousand only) in the form of bank draft drawn in favor of Webel Technology Limited payable at Kolkata		
2	Tender document fee of Rs.2000/- (Rupees Two thousand only) in the form of bank draft drawn in favor of Webel Technology Limited payable at Kolkata		
3	Bid Form as per for format (Section – E)		
4	Declaration of Eligibility Criteria (Section – C & O) along with all relevant documents		
5	Copy of ISO 9001:2008 Certificate (Section – D, Clause - 15)		
5	Copy of reference Orders as per Evaluation Criteria (Section –D, Clause - 15)		
6	Bidder's Details (Section – F)		
7	List of Clients (Section – G)		
8	Financial Capability of Bidder (Section – I)		
9	List of Training Centers (Section – K)		
10	List of District-wise Faculty (Section – L)		
11	Original Tender document duly Stamped & Signed on all pages by the bidder		
12	Power of Attorney of Authorization for signing the bid in Company Letter Head		
13	Company Profile of the bidder		
14	Copy of Memorandum of Article of Association or Partnership Deed or Relevant Legal document		
15	Price Bid (Section – N)		
16	List of Document Submitted (Section – P)		

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of Company: _____