



BID DOCUMENT

OF

Open Tender no. : WBEIDC /COMM/27/09-10 Date :19/02/2010

(Open Tender , Three Packet System)

Date of Opening : 05.03.2010 at 16.00 Hrs.

**TENDER FOR : SUPPLY AND INSTALLATION OF DESKTOPS , UPS & PRINTERS AT
ESTABLISHMENTS OF COMMERCIAL TAX DIRECTORATE , GOVERNMENT OF WEST BENGAL**

**PACKET-I : QUALIFYING BID
PACKET-II : TECHNICAL BID
PACKET-III : PRICE BID**

**WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED
(A Govt. of West Bengal Undertaking)
Webel Bhavan, Block-EP & GP, Sector-V, Salt lake , Bidhannagar, Kolkata:-700091**

NOTICE INVITING TENDER NO. : WBEIDC/COMM/27/09-10 Dated 19.02..2010.

Sealed Tenders are invited for the following job from OEM/authorised distributors/dealers/reputed organisations having sufficient experience and credentials for successful completion of similar nature of work preferably in a Govt. Department. Similar nature means supply and Installation of Desktops , UPS and Printers in different districts of West Bengal . Certificate from Clients on successful completion of job, mentioning the work order number and value of work order has to be attached with the tender document .

Brief description of work	Tender Document Money (Rs)	Earnest Money Deposit (EMD) (Rs)	Start date of Tender availability at Office	Last date and time of Tender submission	Date of opening of Tender (Technical Part)
Supply and Installation of Desktops , UPS and Printers at establishments of Commercial Tax Directorate , GoWB	Rs.2000/- (In the form of DD in favour of WBEIDC Limited)	Rs.5Lacs. (In the form of DD/ BG in favour of WBEIDC Limited payable at Kolkata)	19.02.2010	05.03.10 (15 Hrs)	05.03.10 (16 Hrs).
Bid Submission & Opening Venue	WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED (A Govt. of West Bengal Undertaking) Webel Bhavan, Block-EP & GP, Sector-V, Salt lake, Bidhannagar Kolkata – 700091				

The tender documents are available at WBEIDC's office on all working days from 10.30 AM to 4.00 PM, address given above, on submission of Demand Draft of Rs. 2000.00 (Rupees Two Thousand only) in favour of **West Bengal Electronics Industry Development Corporation Limited** payable at Kolkata.


The bidder can download the tender documents from WBEIDC's website www.webel-india.com and submit the bid with a Demand Draft of Rs. 2000.00 (Rupees Two Thousands only) in favour of **West Bengal Electronics Industry Development Corporation Limited** payable at Kolkata.

For technical queries regarding this tender please contact Mr. Partha Sarathi Ghosh , (Phone-9836481222, e-mail partha.ghosh@webel-india.com and for other terms and conditions , Mr. Shyamal Mukhopadhyay , G.M (Commercial) by e-mail at mail ID shyamal.mukherjee@webel-india.com on or before 15.00 Hrs , 23.02.2010 . No queries will be entertained after this time frame . If tender committee feels , suitable corrigendum will be hosted in our web site before 02.03..2010 for the information of all prospective bidders.

A **pre bid conference** regarding this will be held at Webel Bhawan , Salt Lake , Kolkata-700 091 on 24.02.2010 at 15.00 Hrs.

Canvassing in any form shall be liable for disqualification.

WBEIDC Limited reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

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ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER


1. OEM's / Vendors with tender specific authorization (as per our given format in Section - H) are only eligible to quote.
2. Bidders must submit tender specific authorization for the supply, installation and comprehensive maintenance during Warranty period from the OEM.
3. All products to be quoted with a 5 years on site comprehensive manufacturer's warranty. All the bidders should produce a certificate from the OEM regarding their acceptance of responsibility of supply, installation and comprehensive maintenance of services during warranty period.
4. The bidder / OEM should have executed 05 single orders of minimum Rs. 1 Crore or more at any Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization in last three financial years. Certified copies of Work Orders and satisfactory completion certificate from clients are to be enclosed.
5. The bidder should have an Annual Turnover of Rs.10 Crores or above in the last Financial Year.

AND

Aggregate of Turnover of last three (3) Financial Years should be Rs20 Crores or above.

6. The Bidder/OEM must be an ISO 9001:2000 certificate holder. This certificate should be valid at the date of opening of the tender .
7. The bidder shall be required to give a declaration in their letter head that they have not been banned by any Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization. If any Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization has banned the bidder, this fact must be clearly stated.

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

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SECTION – B

INSTRUCTIONS TO BIDDERS.

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

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

A). Packet-1, The Qualifying Bid :-

This envelope will be super-scribed with the words :-

“ **QUALIFYING BIDS** for Supply and installation of Desktops, UPS and Printers at different establishments of Commercial Tax Directorate , GoWB” ,” Tender No. WBEIDC/COMM/27/09-10 dated 19.02.2010” & “ Do Not open before 05.03.2010 , 16.00 Hrs.”

This Bid will contain the duly signed Bid Form , Valid EMD, Tender Document Fees (in case of the bid document downloaded from the web-site) along with all supporting documents as per eligibility criteria . This packet will also contain all supporting documents (including Bidders & OEM's escalation matrix for warranty support) required to get qualifying marks in evaluation sheet as well as duly filled check list (**Provided in SECTION-N**) .

B) Packet-2, The Technical Bid :-

This envelope will be super- scribed with the words: -


“**Technical Bid** for for Supply and installation of Desktops, UPS and Printers at different establishments of Commercial Tax Directorate , GoWB” ,” Tender No. WBEIDC/COMM/27/09-10 dated 19.02.2010” & “ Do Not open before 05.03.2010 , 16.00 Hrs.” This bid will contain the technical compliance sheet along with the technical brochures of the products offered and a photocopy of the Manufacturer Authorization Form (MAF).

C) Packet-3, The Price Bid :-

Price Bid in one envelope super- scribed with words “**Price Bid** for for Supply and installation of Desktops, UPS and Printers at different establishments of Commercial Tax Directorate , GoWB” ,” Tender No. WBEIDC/COMM/27/09-10 dated 19.02.2010”

D) All the envelopes shall be sealed in a covering envelope super scribed with words “Tender No.:WBEIDC/COMM/27/09-10 dated 19.02.2010”, “Qualifying, Technical & Price Bid for for Supply and installation of Desktops, UPS and Printers at different establishments of Commercial Tax Directorate , GoWB” & “Do Not Open Before 05.03.2010, at16:00 Hrs”.

The sealed envelope containing the sealed Qualifying Bid, Technical Bid and Price Bid should be addressed to the **General Manager (Commercial) , WBEIDC Limited, Block-EP & GP, Sector –V, Saltlec, Kolkata -700 091**, through post / speed post / Courier or dropped personally within the stipulated time in the tender box kept with him . No other mode of delivery shall be accepted. WBEIDC Ltd will not be responsible for any postal delay. Late submission of Bid will not be accepted.

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(B.1) QUALIFYING BID

The Qualified Bid should consist of the following documents:

1. Technical proposals submission letter on the letterhead of the firm clearly indexing the enclosures.
2. Bid Form duly filled and signed as per format on the letterhead of the bidder.
3. Original Tender document duly stamped & signed on each page , as a token of acceptance of all terms and conditions laid down in the tender document.
4. Detailed profile of the company , article of association and valid ISO 9001:2000 certificate.
5. Supporting documents of orders executed including satisfactory completion certificate from Customers.
6. Tender Specific Authorization Certificate for the supply, installation and maintenance during Warranty period from the OEM. The warranty shall include all districts in West Bengal
7. Details of Service arrangement at all districts of West Bengal.
8. Copy of Audited balance sheet to accompany the bid for F.Y. 2006 - 07 , 2007 - 08 and the F.Y. 2008 - 09. Copy of PAN Card, Copy of VAT Registration Certificate, Professional Tax Certificate and company Registration Certificate. The company should operate in the same name and style at least for the last three years.
9. EMD & Tender Document Fees (if downloaded from the web site) in separate envelope.
10. Checklist (Section –N) duly filled , signed and stamped.

(B.2) TECHNICAL BID.

1. Technical Compliance Sheet duly stamped & Signed.
2. Technical Brochures of items quoted. Printed and published Brochure and / or Web site reference essential (made to order statement on OEM letterhead or likes not acceptable).
3. Photocopy of MAF.

(B.3) PRICE BID.

Price Bid as per format provided in the relevant section to be submitted in a separate envelope as mentioned in the tender document . Insertion of Price bid in techno-commercial proposal will summarily cancel the bid.

SECTION - C

GENERAL TERMS AND CONDITIONS

(i) Schedule of the Tender

The tender document shall be submitted on or before 05.03.2010, at 15.00 Hrs. to General Manager (Commercial), WBEIDC Limited, Block-EP & GP, Sector –V, Salt Lake Electronics Complex, Kolkata -700 091.

(ii) Amendment of Invitation

At any time 3 days prior to the deadline for submission of proposals, WBEIDC reserves the right to add / modify / delete any portion of this document by issuance of a Corrigendum, which would be published on the website and will also be made available to all the Bidders who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents (Techno Commercial as well as Price Bid).

(iii) Earnest Money Deposit (EMD)

The firm shall furnish an EMD of Rs. 5,00,000.00 (Rupees five Lacs only) in the form of a demand draft from a Scheduled Bank payable at Kolkata or BG as per format given as Bid Security Form .In case of BG , the validity period should be 60 days more than the bid validity period. Any bid not accompanied with the valid EMD shall be summarily rejected.

Earnest money will be refunded to the unsuccessful bidders after receiving application from them on completion of tender process. In case of successful bidders earnest money will be retained till security deposit of **10%** of the total value of the job is deposited in the form of Bank Guarantee (format given) for a validity period of 60 days more than the warranty period .


Earnest money of the bidder is liable to be forfeited in case of any false submission / statement. In case of any refusal to abide by terms and conditions or refusal to enter into a written agreement as per prefixed terms and conditions authority is at liberty to forfeit earnest money and take lawful actions.

(iv) Clarification Regarding Tender Document

A prospective Bidder requiring any clarification about the tender document and scope of work may contact the person through e-mail / letter as mentioned above in NIT.

(v) Awarding of Contract

WBEIDC Ltd will award the contract to the successful bidder whose bid has been valued as per Price and Other criteria. WBEIDC reserves the right not to accept the Lowest Price bid with out assigning any reason what so ever and the bidder will not challenge such decision in any

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forum what so ever WBEIDC also reserves the right to split the order and / or drop any line item as per direction of the end customer.

The successful bidder will have to give security deposit of 10% of total value of the LOI in the form of Bank Guarantee for a period of 60 days + the maximum warranty period among the items quoted. After receiving the PBG , firm P.O will be issued.

(vi) Amendment of Proposals

In order to afford prospective Bidder reasonable time to make amendment in their proposals, WBEIDC may, at his discretion, extend the deadline for the submission of proposals. However, no such request in this regard shall be binding on WBEIDC.

(vii) Language of Proposal & Correspondence

The proposal submitted by the Bidder should be 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 & WBEIDC will be in English language only. A duly signed formal copy must subsequently confirm the correspondence by fax / e-mail.

(viii) Proposal Currency

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

(ix) Period of Validity of Proposals

The price offers shall remain firm within the currency of contract and no escalation of price will be allowed. The quoted offer and / or rate must be valid for a minimum period of **ONE YEAR** from the date of opening of the tender. The tender inviting authority reserves the right for seeking extension of validity of offered rates from the successful bidder. Acceptance of such request during actual offer is however optional to the bidder. The price validity will remain unaltered irrespective of any reason including foreign exchange rate variation.

Variation in statutory rate levied by Government will however be reflected for both reduction and escalation.

(x) Formats and Signing of Proposals

The original proposal shall be neatly typed and shall be signed by an authorised signatory / signatories on behalf of the Bidder. The authorisation shall be provided by written Power of Attorney accompanying the proposal. The person or persons signing the proposal shall initial all pages of the proposal, except for un-amended printed literature. 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 authorised signatory after striking out the original words / figures completely.

(xi) Sealing and Marking of Proposals

Bidder shall seal & mark various parts of the proposal as mentioned in the Instruction to bidders above.

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

**General Manager (Commercial)
WBEIDC Limited
Block – EP & GP, Sector-V
Salt Lake Electronics Complex
Kolkata-700 091**

Signing across all joints & pasting good quality transparent adhesive tape on top of such joints & signatures with company seal shall seal the envelope. Proposals sent through telex / telegrams / fax / e-mail shall not be accepted. WBEIDC shall not be responsible for delay on account of delivery by the postal authorities as well as of courier companies. Such delivery shall be at the risk and cost of the vendor / bidder.


If the envelopes are not sealed and marked as required above, WBEIDC shall assume no responsibility for the proposal's misplacement or premature opening.

(xii) Deadline for Submission of Proposals

Proposals will be received by WBEIDC at the specified address not later than 05.03.2010, at 15.00 Hrs. WBEIDC may, at her discretion, extend this deadline. WBEIDC may also extend this deadline for any other administrative reason.

(xiii) Late Proposals

Any proposal received by WBEIDC after the deadline for submission of proposals, as referred above **shall not be accepted.**

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SECTION – D

SPECIAL TERMS AND CONDITIONS

1. 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 before 7 days of opening of the bid.

2. Splitting of the Contract and Curtailment and increment of Work

The WBEIDC Limited reserves the right to split up and distribute the work among the successful bidders and to curtail and / or increase any item of work by +/- 25% in the schedule partly or fully.


3. Payment Terms

Payment will be made on submission of bills along with the receipted Challan & successful installation certificate FROM THE END CUSTOMER. The payment will be on back to back basis, i.e, only after receiving of payments from the end customer. The security deposit of an amount equivalent amount of 10% of the total value of the order is to be deposited in the form of a bank guarantee valid for 60 days more than the maximum composite on-site warranty period of the items quoted , from any **Nationalized Bank** before the release of the payment.

4. 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 figure 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, electronic, 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 Tender. 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.

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- vi) Each and every page of the tender document must be signed with date and company seal by the bidder. This is required to show that the bidder had accepted all the terms and conditions mentioned in this tender document.

5. **Withdrawn from Tender**

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.

6. **Opening of Tender**

The tenders shall be opened at the time set forth in the document. Bidders or their authorized representatives are invited to be present and to put their signatures on the records of tender opening as each tender is opened.

7. **Assignments**

The tender committee allows no Consortium in the tender before the prior approval.

8. **Deduction of Sales Tax & Income Tax**

Deduction of all statutory and necessary Tax from each bill will be made as per Government Order prevailing at the time of payment. The Company will issue necessary tax deduction certificate on demand.

9. **Tax Registration Certificate**


Bidders submitting a tender shall produce up to date VAT, Service Tax, Income Tax and Professional Tax registration as well as current clearance 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 and should be attested by a gazetted officer.

10. **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.

11. **Warranty**

The bidder will warranty that products supplied under the contract are newly made and are free from defeats in the design, engineering and workmanship. The bidder would be responsible for the up keep and maintenance of the infrastructure and necessary deliverables under the scope of work during the entire on-site warranty period of 36 months **from the date of final acceptance of the**

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system by the customer. The bidder shall not, without the express prior written consent of WBEIDC, assign to any third party of the contract or part thereof. Service support for the entire warranty period will be on site and comprehensive and free of cost for the entire warranty period.

12. Warranty Support

The equipment supplied will be warranted against bad workmanship and manufacturing defects for 36 months from the date of acceptance of the system whole or part. Service support for the entire warranty period will be on site and comprehensive and free of cost for the entire warranty period.

The bidder should have a call center working from at least 10 AM to 6 PM in Kolkata. The contact details of the call center must be furnished along with the bid. Any call logged with the service center 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 WBEIDC LTD on a monthly basis not later than 4th instant of every calendar month. Non-receipt of report within the specific date in any month would be treated as non-performance of the service obligation for the previous month and subsequent extension of warranty

The bidder should locate his service personnel at strategic location so that any call report is attended within the response time specified. The service escalation matrix with the names and mobile nos. of the concerned personnel of the OEM as well as of the Vendors are to be attached. In absence of which, the bid may be considered as non-responsive.

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 the service arrangement location wise with existing manpower and their contact numbers. The spare management should also be given detailed.

All the bidders should produce a certificate from the OEM regarding acceptance of OEM's responsibility of comprehensive maintenance of services during warranty period.

- **Service Level (APPLICABLE FOR SUPPLIES ALL OVER WEST BENGAL)**

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

Up time requirement	Machine location	Resolution Time Requirement	Penalty
99.0%	250 items in and around Kolkata and 250 items and 200 items are to be installed at charge , Circle and Range offices.	Same Day	Penalty of 0.5% of the desktop/ equipment cost beyond one day but within 3 days and 1% thereafter per day.

13. Liquidated Damage

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 will be imposed on the contractor for sum equivalent to 1% of the contract value for each week or part thereof, subject to a ceiling of 2% of the total contract value (including all taxes & duties and other charges). In the event of LD exceeds 2% of the order value, WBEIDC reserves the right to terminate the contract and WBEIDC will get the job completed by any other competent party. The difference of cost incurred by WBEIDC will be recovered from the earnest money deposited by the vendor.

14. **Security Deposit of 10 % of the total order value to be submitted in the form of Bank Guarantee within 14 days of LOI .** Penalty of 0.5% of the desktop/equipment cost beyond one day but within 3 days/ day and 1% thereafter per day will be deducted from this SD , if not attended within 24 hrs of logging the call in the warranty period.

15. Delivery

All materials should be delivered and tested at a central location provided by the Commercial Tax Directorate GoWB and thereafter installed at the site (at bidder's cost) within **Five** weeks from the date of issuance of LOI. However, the end customer shall provide ready sites for the installation. The bidder will be responsible for getting the sites ready from the customers.


16. Liquidated Damage

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 will be imposed on the contractor for sum equivalent to 1% of the contract value for each week or part thereof, subject to a ceiling of 2% of the total contract value (including all taxes & duties and other charges). In the event of LD exceeds 2% of the order value, WBEIDC reserves the right to terminate the contract and WBEIDC will get the job completed by any other competent party. The difference of cost incurred by WBEIDC will be recovered from the earnest money deposited by the vendor.

17. **Security Deposit of 10 % of the total order value to be submitted in the form of Bank Guarantee within 14 days of LOI .** Penalty of 0.5% of the desktop/equipment cost beyond one day but within 3 days/ day and 1% thereafter per day will be deducted from this SD , if not attended within 24 hrs of logging the call in the warranty period.

18. Security Deposit

Successful bidder will have to submit a performance bank guarantee within 10 days of issuance of LOI , amounting 10 % of **total ordered value (inclusive of all taxes) in the format given in the tender document for a validity period of 60 days more than the warranty period (5 years from the date of final acceptance of the end customer) of the quoted items.** Failure to submit the said

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PBG will result in termination of any claim of the bidders and forfeiture of earnest money and security deposit. The LOI placed on the bidder will then automatically be cancelled.

19. Acceptance of Tender

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.

20. Withdrawal from Tender

If any bidder withdraws his tender before acceptance or refusal within a reasonable time without giving any satisfactory explanation for his withdrawal, he/she shall be disqualified for participation in any tender of this organization for a minimum period of 2 (two) years.

21. Non escalation of Price

The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.

22. Price Validity

The quoted offer and/ or rate must be valid for a minimum period of **ONE YEAR** from the date of opening the tender. The tender inviting authority reserves the right for seeking extension of validity of offered rates from the successful bidder. Acceptance of such request during actual offer is however optional to the bidder.

23. Quantity or Place variation

The Vendor may be asked to supply the same products at the same rate at different places and / or at the same places within this price validity period, which they are bound to accept.

24. Price

- A) Price should be quoted in the Price Bid format only.
- B) No deviation in any form in the Price Bid sheet is acceptable.
- C) Price quoted should be firm, inclusive of packing, forwarding, insurance and freight charges.
- D) Percentage / specified amount of taxes & duties should be clearly mentioned otherwise WBEIDC reserves the right to reject such vague offer.
- E) Price to be quoted inclusive of **integration, installation and commissioning** charges.
- F) The total cost of the entire job should be inclusive of all prices as mentioned in the enclosed Price Bid format.
- G) No extra cost, other than that mentioned in Price Bid would be taken into account.

25. Discrepancies and Adjustment thereof

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, the unit rate shall be regarded as firm.


Discrepancy in totaling or carry forward in the amount quoted by the bidder shall be corrected.

26. Disputes and Arbitrations

In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of Executive Director (Technical), WBEIDC Ltd. or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties.

In the event of such arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do works or neglecting his work or being unable to act as arbitrator for any reason whatsoever, the Executive Director (Technical) shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. The Contractor will have no objection in any such appointment that arbitrator so appointed is employee of WBEIDC Ltd. The adjudication of such arbitrator shall be governed by the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

The arbitration shall be held in Kolkata only.

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27. Governing Laws

This Tender Document and the contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract.

28. Force Majeure Condition

If the execution of the contract/supply order is delayed beyond the period stipulated in the supply order as result of outbreak of hostilities, declaration of an embargo or blockade of fire, flood, acts of God, then WBEIDC LTD may allow such additional time by extending the project execution timeframe as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by the WBEIDC LTD, the supply order shall be read and understood as if it had contained from its inception the execution date as extended.

29. Warranty Support from OEM

OEMs through the Bidder should give an undertaking for **five years onsite comprehensive warranty support** covering all districts against supply of all the items. Bidder should submit a list of their service centers at all districts of West Bengal along with the name and mobile contact address. Supporting documents for existence of District Service Centre has to be attached with the tender document . The OEM and The bidder should separately submit their service escalation matrix, in absence of which the bid will be considered as non-responsive **and liable to be rejected** .

30. Programme Schedule


Sl. No.	Particulars	Day
A	Issue of Letter of Intent .	D ₁
B	Supply of the materials at CTD	D ₁ + D ₂₈
C	Installation & Commissioning of the Materials at site	D ₁ + D ₄₂

SPECIAL TERMS & CONDITIONS (PART-II)

1. The bid and all correspondence and document relating to the bid shall be written in English language.
2. 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.
3. 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 WBEIDC LTD 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.
4. Overwriting and erasures may make the tender liable for rejection if the authorized signatory of the bidder does not sign on each of such overwriting/erasures/ manuscript. All overwriting should be separately written and signed by the authorized signatory of the bidder.
5. Details of the enclosures should be clearly mentioned in the forwarding letter in bidder's letterhead along with the bid.
6. The bidder shall be required to give a declaration that they have not been banned by any Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization. If any Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization has banned the bidder, this fact must be clearly stated.

If this declaration is not given the bid will be rejected as non-responsive.

7. No Technical / Commercial clarifications generated from the vendors will be entertained after opening of the tender. However, if tender committee feels, they may ask supporting documents in respect of the claim of the bidder and the bidder has to submit supporting document as well as written clarifications required by the tender committee within three days.
8. Item, if any other than specified in BOM, felt necessary to complete the installation are to be supplied by the bidder free of cost.
9. Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. WBEIDC LTD reserves the right to increase or decrease the quantity specified in the tender.
10. WBEIDC 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.
11. Bidder must enclose authorisation Certificate from reputed OEMs to quote their product against this tender.

	West Bengal Electronics Industry Development Corporation Ltd. Tender No – WBEIDC/Comm/27/09-10 dated 19/02/10 For Supply of Desktops, UPS & Printers.	Page 19 of 45
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12. 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.
13. Bidders may be asked for a random testing of at best five percent equipments at their own cost, at any reputed testing house, to ascertain the authenticity of their claim regarding the technical aspects, which they have to abide by.
- 14. Bidder through OEM should give an undertaking for sales and Five years onsite comprehensive warranty support covering all the districts of West Bengal in the tender document against supply of all the items.**

SPECIAL TERMS AND CONDITIONS -III

11 Validity of the rate is one year from the date of opening of the tender.

Vendor shall be required to give Security Deposit & penalty amounting as per following:-
Security Deposit of 10 % of the total order value to be submitted in the form of Bank Guarantee within 14 days of LOI . Penalty of 0.5% of the desktop/equipment cost beyond one day but within 3 days/ day and 1% thereafter per day will be deducted from this SD , if not attended within 24 hrs of logging the call in the warranty period.

1.3 The vendor should not assign or sublet the empanelment or any part of it to any other agency in any form. Failure to do so shall result in termination of empanelment and forfeiture of Security Deposit/EMD.

1.4 WBEIDC ON BEHALF OF CTD may, at any time, terminate the empanelment by giving written notice to the empanelled vendor without any compensation, if the empanelled vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to WBEIDC ON BEHALF OF CTD.

1.5 During the validity of the panel including the extended period, if any, if the Vendor quotes, sells or exhibits written intention to sell any System or sub-system of the same or equivalent configuration to any other Department/ Organization at a price lower than the price fixed for WBEIDC ON BEHALF OF CTD under similar terms and conditions, the vendor shall voluntarily pass on the price difference to WBEIDC ON BEHALF OF CTD. The effective date will be the date of quoting lower rates by the bidder in the bid/quote. In the event of lowering of government levies subsequent to the finalization of the panel, the vendor shall automatically pass on the benefits to the WBEIDC ON BEHALF OF CTD, and in the event of increasing of government levies subsequent to the finalization of the panel; WBEIDC ON BEHALF OF CTD shall automatically pass on the pro-rata benefits to the Vendor, if the same have been explicitly given in the financial annexure.

2. Placing of Purchase Orders

- 2.1 WBEIDC ON BEHALF OF CTD has the right to choose any subset of the empanelled items for ordering.
- 2.2 For procurement of goods, Purchase order will be placed on the empanelled vendor in hardcopy format
- 2.3 Buy-back Option could be exercised only when placing the order for new systems, as might applicable for a particular category of product.
- 2.4 If the vendor is not able to supply the ordered items completely within the specified period, the EMD/Security Deposit will be forfeited in full. Besides legal action shall be taken separately.

3. Testing Process

- The systems must be supplied in full as per ordered configuration for acceptance.
- 3.1 No system with short supply or alternate product with different technical specifications shall be taken up for conduct of acceptance testing under any circumstances.
 - 3.2 The acceptance tests will include running of the evaluation test as conducted during technical evaluation of the items quoted by vendor. The systems must give same performance results as shown during initial Technical Evaluation tests.
 - 3.3 The offered systems, in addition to meeting the evaluation tests, should also contain the same subsystems (Brand/Manufacturer) as were given at the time of initial evaluation tests.
 - 3.4 Failure to fulfill any of the aforementioned conditions will entail cancellation of the Purchase Order along with forfeiture of the EMD/Security Deposit. Further, WBEIDC ON BEHALF OF CTD can procure same items from alternate sources at the risk and cost of the defaulting vendor.
 - 3.5
 - 3.6 The Systems to be supplied should work under the specified Operating Systems It shall be the exclusive responsibility of the Vendors supplying the Systems to provide appropriate device drivers and solutions for these system software platforms.

4. Delivery Process

- 4.1 All aspects of safe delivery shall be the exclusive responsibility of the vendor. At the destination Site, the cartons will be opened only in the presence of WBEIDC ON BEHALF OF CTD/User representative and Vendor's representative and the intact position of the Seal for not being tampered with, shall form the basis for certifying the receipt in good condition.
- 4.2 The Vendor should deliver and install all the items at specified site without any additional charge.

5. Penalty Calculation Process

- 5.1 Any unjustified and unacceptable delay beyond the delivery and installation schedule as per purchase order will render the vendor liable for penalty at the rate 0.2% per day upto for 30 days. After 30 days, WBEIDC ON BEHALF OF CTD may cancel Purchase Order and charge 10% P.O. value as cancellation charges and security money/EMD will be forfeited.
- 5.2 Penalty will be charged on the full value of the Purchase Order if the purchase order is for single location delivery and installation.

6. Installation Process

6.1 During installation at site, if any item is found to be defective or broken, it will be replaced with new one by the Vendor at its own cost and risk within 30 days from the date on which the vendor has been informed of such damage.

8. Onsite Warranty Maintenance

8.1 The warranty period for the systems shall be taken into account as 5 years from the date of completion of supply of products, its successful installation/commissioning and acceptance by WBEIDC ON BEHALF OF CTD, including free spare parts, kits etc.

8.2 During warranty period, besides service/maintenance of Hardware and its peripherals and System Software, all driver software up-gradation, removing virus/bugs, installing patches and services shall also be provided at no extra cost.

8.3 The vendor should fulfill the following conditions during warranty period: Any failure in the system or a subsystem thereof should be rectified within maximum period of 48 hours of lodging complaint.

8.4 In case of a System (Hard Disk) failure, vendor will ensure backing up of data from the Hard Disk and its restoration, while making the system operational, at the site.

8.5 On completion of the Warranty period, the Security Deposit, without any interest accrued, shall be released after satisfying that proper free warranty support has been provided during warranty period of three years for all the systems. If considered necessary, suitable amount of penalty shall be recovered from the Vendor out of either already due payments or from their Security Deposit, while releasing the Security Deposit. After expiry of warranty, WBEIDC ON BEHALF OF CTD has option to enter into Annual Maintenance Contract with the supplier for post warranty maintenance of the systems as per the quoted price/negotiated price.

9. General Conditions

9.1 The Security Deposits without any interest accrued, shall be released only after the successful completion of the warranty period of the systems / items purchased and installed.

9.2 In case the empanelled vendor is found in-breach of any condition(s) of tender or supply order, at any stage during the course of supply/ installation/commissioning or warranty period, the legal action as per rules/laws, shall be initiated against the vendor and EMD/Security Deposits shall be forfeited, besides debarring & Black listing the vendor concerned for at least 3 years, for further dealing in Govt, departments.

9.3 Upon verification, evaluation / assessment, if in case any information furnished by the vendor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same, shall be entertained.

9.4 Termination for Insolvency: WBEIDC ON BEHALF OF CTD may at any time terminate the purchase order/ contract by giving written notice of four weeks to the Supplier, without any compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent.

9.5 WBEIDC ON BEHALF OF CTD will not be responsible for any misinterpretation or wrong assumption by the vendor.

9.6 Force Majeure: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions,

strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate this contract, nor shall either party have any claim for damages against the other in respect of such nonperformance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the purchaser as to whether the deliveries have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, the purchaser may at his option, terminate the contract.

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)

General Manager (Commercial)
WBEIDC Ltd
Webel Bhavan
Block EP & GP, Sector-V
Salt Lake Electronics Complex
Kolkata-700091

Dear Sir,
Having examined the Bid documents we, the undersigned, offer to undertake the job of “Supply, Installation and Commissioning of -----” as per the Tender No. ----- dated-----

We agree to abide by this bid for the period of 6 (six) months from the date for fixed for price bid opening and it shall remain binding upon us for acceptance at any time before the expiry of the period.

This bid, together with your written acceptance thereof and your order / notification of award, shall constitute a binding contract between us.

We understand that WBEIDC reserves the right to accept in full / part or reject any or all the bids received or split order within successful bidding without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

We had given an EMD of Rs. ----- (DD No _____ dated _____ on _____) / B.G No.-----, Amount of Rs.----- validity date ----- issued from the bank (Bank Name & address)----- along with the technical document.

We also abide to go through bank Guarantee of 10% of the job value as Performance Bank Guarantee.

Dated, thisday of20---

Signature

.....
(In capacity of)
duly authorised to sign bid for and on behalf of
(Name and Address of the Bidder)

(Affix Official Seal)

SECTION - F

TECHNICAL SPECIFICATION (Minimum Requirement Specifications)

[A] : Medium size Desktop system with small form factor

Minimum Guiding Specifications	Offered Specification with deviation (if any)	Deviation
<p>(a) CPU & Chipset: Multicore, x86 based 64 bit architecture, with 32-bit execution support, with 3 GHz frequency, cache 6 MB, on OEM Motherboard or equivalent.</p> <ul style="list-style-type: none"> • SYSmark 2007 overall rating of minimum 165 under the latest Windows desktop OS (Professional Version) on the date of opening the bid; • Certifications supporting the above to be submitted with the bid; • Successful bidder has to demonstrate the claimed SYSmark2007 rating at customer's test premises <p>(b) Bus Architecture: 1 PCI Conventional, 1 PCI Express , 1 PCI Express x 16.</p> <p>(c) Memory: 2 GB @ 800 MHz DDR2 RAM; expandable up to 4 GB minimum.</p> <p>(d) Hard Disk Drive: 250 GB @ 7200 rpm Serial ATA HDD.</p> <p>(e) Monitor: 19" wide TFT / LCD Flat Monitor with 5 ms or better response time, TCO 03 compliant</p> <ul style="list-style-type: none"> • Display Interface: 15 pin D-Sub, DVI-D with Direct X-10.X, Shader Model – 4.X, OpenGL-2.X <p>(f) Keyboard: 104 keys .</p> <p>(g) Mouse: Optical.</p> <p>(h) Bays: 3 Nos (2 Nos. External, 1 No. Internal); IO Ports: 4 USB Ports (with at least 2 in front), 1 Parallel Printer Port, audio ports for microphone and headphone in the front.</p> <p>(i) Cabinet: Small form factor (Max. 16 Litres).</p> <p>(j) DVD ROM Drive: 8X or better DVD ROM Drive.</p>		

<p>(k) Networking facility: 10/100/1000 on-board integrated Ethernet Port</p> <p>(l) Operating System: Windows 7 professional (64-bit and with seamless execution of 32 bit applications) preloaded (in Windows XP mode of execution) with CD / DVD Media and Documentation and Certificate of Authenticity on the cabinet.</p> <p>(m) OS Certifications: Win Logo, Windows 7 professional OS or Vista Ultimate certification.</p> <p>(n) 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</p> <p>(o) Preloaded Software: JRE and Norton, McAfee, Etrust, QuickHeal or equivalent Antivirus (Latest Version) with 5 years License.</p> <p>(p) Warranty: Five years on-site comprehensive warranty.</p>		
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[B] Dot Matrix Printer –80 column.

Required Specification	Offered Specification	Deviation
<p>24 Pin, 80 Column Print Speed: 300 CPS in 10 cpi HS draft mode and 250 CPS in ISCII 10 cpi draft mode Print head Life : 200 Million characters Languages: English built in with one Indian language downloadable Paper path : Rear, Top and Bottom Ribbon life: 10 Million characters ink bank ribbon Input buffer : 64 KB MTBF : 6000 Power on Hours Interface : Parallel port Input voltage range : 150V – 270V AC Power cord 2/3-pin 5 Amp male Indian Type</p>		

[C] Dot Matrix Printer-136 Column

Required Specification	Offered Specification	Deviation
<p>24 Pin, 136 Column Print speed: 360 CPS in 12 cpi High speed Draft mode Print head Life : 200 Million characters Paper path : Rear, Top and Bottom Ribbon life: 10 Million characters ink bank ribbon Input buffer : 100 KB Noise : 55 dB MTBF : 6000 Power on Hours Interface : Parallel port Input voltage range : 150V – 270V AC Power cord 2/3-pin 5 Amp male <u>Indian Type</u></p>		

[D] Dot Matrix Printer –136 Column –High Speed

Required Specification	Offered Specification	Deviation
<p>24 Pin, 136 Column Print speed: 400 CPS in 10 cpi super speed draft Print head Life : 200 Million characters Paper path : Rear, Top and Bottom Ribbon life: 10 Million characters ink bank ribbon Input buffer : 100 KB Copy capability : 1+4 MTBF : 15000 Power on Hours Interface : Parallel port Noise : 55 dB Input voltage range : 150V – 270V AC Power cord 2/3-pin 5 Amp male <u>Indian Type</u></p>		

[E] Laser Printer

Sl. No.	Parameter	Required Specification	Offered Specification	Deviation
1	Print Technology	Laser, Monochrome		
2	Print Speed	Up to 20 ppm (normal quality, letter) minimum		
3	Print Quality	Up to 600x600 dpi minimum		
4	Duty Cycle	8000 pages per month		
5	Standard input Paper Tray	250 sheet plus 10 sheet input tray		
6	Media Type Supported	Paper, Envelop, Transparencies, Postcard		
7	Standard Media size	A4, legal etc.		
8	Standard Input Capacity	Up to 250 sheets, minimum		
9	Processor	200 Mhz minimum		
10	Standard Output Capacity	Upto 150 sheets, minimum		
11	Duplex Print Option	Manual (Driver Support Provided)		
13	Compatible Operating System	Windows-7, Windows 2000, Windows XP, Window Server 2003, Window Vista etc		
14	Connectivity	USB 2.x,		
15	Energy Star Qualified	Yes		
16	Power Cord	2/3-pin 5 Amp male Indian Type		

[F] Network, Duplex, black & white Laser Printer:-

Sl. No.	Parameter	Required Specification	Offered Specification	Deviation
1	Duty Cycle in Pages	25,000		
2	PPM-Black	30		
3	Duplex	Auto Duplex		
4	Minimum Memory	16 MB		
5	No. of Trays	2		
6	Input Capacity (No. of Sheets)	250 sheets		
7	Output Capacity Std.	150 Sheet		
8	Media Size	A4, Legal, Envelope, etc.		
9	Connect. Std.	USB 2.X and Ethernet		
10	Resolution	600x600 dpi		
11	Processor	250 MHz		
12	Languages	PCL5 , through host with PDF / PS etc. print capability		
13	Media Used	Paper (bond, light, heavy, plain, recycled, rough), envelopes, labels, cardstock, transparencies, heavy media		
14	Custom Media Size	3x5 inches to 8.5x14 inches		
15	Standard Operating System Support	Windows7, XP, XP-Pro., XP-Pro. X64, Server 2003, Server 2003 x64, Vista, Vista x64, Linux		

16	Accessories (if any)	USB2 printer cable (2-meter) , Ethernet Cable		
17	Black Cartridge Yield	2,000 pages		
18	Power Cord	2/3-pin 5 Amp male <u>Indian Type</u>		

[G] UPS:

Required Specification	Offered Specification	Deviation
600 VA; 10 min back up on full load (resistive), cold start, line interactive, compatible input/out sockets (Min. 3 x 5 Amp on battery back-up + 1 x 5 Amp surge protection) with surge protection , USB interface for auto shut down and monitoring software compatible with the selected OS..		

THE BIDDER SHALL PROVIDE TECHNICAL COMPLIANCE STRICTLY IN THE FOLLOWING FORMAT ALONG WITH THE BID.

Sl. No.	Parameter	Required Specification	Offered Specification	Deviation
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OFFERED SPECIFICATION AND DEVIATIONS SHOULD BE CLEARLY WRITTEN . “ COMPLIED” OR “ YES” ETC WORDS WILL ATTRACT CANCELLATION OF THE BID.

SECTION - G

PRICE BID

Our Ref :

Date :

Tender for Supply, Installation of -----
----- **Tender No.**----- **Dated**-----
-----.

Sl. No.	Item Description (Details stated in the Technical Specification Sheet)	Unit Rate	Quantity	VAT	Price (All Inclusive)
1	Desktop Computer		450		
2	Dot Matrix Printer –80 Column		100		
3.	Dot Matrix Printer- 136 Column		200		
4	Dot Matrix Printer- 136 Column High Speed		100		
5.	Laser Jet Printer		95		
6	Network, Duplex, black & white Laser Printer		5		
7.	UPS		450		
Total					

In Words: -

Signature with Seal
(Authorised Signatory)

Not : Person having valid Power of Attorney of the company can only sign . The POA in original is to be attached.

SECTION - H

MANUFACTURER'S AUTHORISATION FORM

(TO BE SUBMITTED ON OEM LETTERHEAD, SIGNED BY A PERSON COMPETENT AND HAVING THE POWER OF ATTORNEY [Notarized copy to be attached] TO BIND THE PRODUCER)

Tender No. _____ **Date:** _____

G.M (Commercial)
WBEIDC LTD , Block-EP&GP, Webel Bhawan,
Sector-V ,Salt Lake , Kolkata-700 091.

WHEREAS _____ who are official
producers of _____ and having
production _____ facilities _____ at
_____ do hereby
authorize

_____ located at _____ (hereinafter, the "Bidder") to
submit a bid of the following Products produced by us, for the Supply Requirements associated with
the above Invitation for Bids.

When resold by _____ these products are subject
to applicable warranty terms of this NIT.

We assure you that in the event of _____ not being able to fulfill
its obligation as our Sales & Service Provider in respect of this NIT, we would continue to meet
our the terms stated in the above mentioned NIT through alternate arrangements.

We also confirm that _____ is our authorized service provider /
system integrator and can hence provide maintenance and upgrade support for our products.

We also undertake to supply the materials in the event of the non-supply of the materials
by _____ as per the NIT.

Name _____ In the capacity of _____

Signed _____

Note: This letter of authority must be on the letterhead of the Manufacturer, must be signed by a person competent and having the power of attorney (Notarized copy to be attached) to bind the Producer, and must be included by the Bidder in its bid as specified in the Instructions to Bidders.

SECTION - I

UNDERTAKING FOR AUTHENTICITY FOR DESKTOP

(TO BE SUBMITTED ON LETTERHEAD BY THE SUCCESSFULL BIDDER)

Sub: - Supply of IT Hardware / Software for Desktops

Ref: - 1. Your Purchase Order No. _____ dated _____

2. Our Invoice No. / Quotation No. _____ dated _____

With reference to the desktops being supplied / quoted to you vide our Invoice No. / Quotation No. / Order No. cited above, we hereby undertake that all the components / parts / assembly / software used in the desktop under the above like Hard disk, Monitors, Memory etc. shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate (e.g. Product keys on certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorised source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery / installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery.

In case of default and our inability to comply with the above at the time of delivery or during installation, for the IT hardware / software already billed, we agree to take back the desktops without demur, if already supplied and return the money if any paid to us by you in this regard.

We (system OEM name) also take full responsibility of full parts & service SLA as per the content even if there is no defect by our authorized service center / Reseller / SI etc.


Authorised Signatory with seal

Name:

Designation:

Place:

Date:

 The logo for Webel, featuring the word "Webel" in a large, blue, sans-serif font. Below it, the tagline "opportunities infinITe" is written in a smaller, blue, sans-serif font.	West Bengal Electronics Industry Development Corporation Ltd. Tender No – WBEIDC/Comm/27/09-10 dated 19/02/10 For Supply of Desktops, UPS & Printers.	Page 35 of 45
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SECTION - J

LIST OF CONSIGNEE WITH ADDRESS

All the items are to be delivered at the HQ of CTD , Kolkata . After proper testing , the consignee details will be given by CTD and the bidder will deliver and install the items as per that consignee details at their own cost. The location may be anywhere in West Bengal.

SECTION - K

EVALUATION CHART FOR QUALIFYING BID

Sl. No.	Evaluation criteria	Max Marks for the category	Max Marks per subcategory	Scoring Particulars	
				Scoring criteria	Scoring pattern

1	Organizational Strength of the bidder	30			
	Average annual turn over averaged over last 3 F.Y. as per balance sheet submitted		5	10 Cr. > 10 Cr.-15 Cr. >15 Crores	3 4 5
	Submission of Valid / Current Statutory Certificates (To be attested by a Gazetted Officer)		8	Registration certificates for PAN , VAT, Professional Tax , Service Tax ,Factory or Shop & Establishment , PF,ESI & Trade License.	1 point for each valid certificate submitted
	Submission of up-to-date Statutory returns or Clearance Certificates		12	PAN,VAT, Professional Tax, Service Tax, P.F and ESI	2 point for each valid certificate submitted.
	ISO Certification (to be attested by a Gazetted Officer)		5	ISO 9001:2000	Full Value

2	Past Credentials on IT supplies	30			
	Quantum of high value Order Executed (to be evaluated on single Largest order value successfully executed over past 5 years)		5	> 1 Cr - 2 Cr. > 1 Cr. - 2.5 Cr. > 2.5 Cr. – 5 Cr. > 5 Cr.	2 3 4 5
	Number of high value (SINGLE > 1 Crore) Govt order Executed over last 3 years		13	To be marked on submitted order copy of govt. deptt / Quasi Govt deptt / PSU / Board / Council or similar organization .	1 point for each qualified order
	Satisfactory completion evidence / certificate of high value order (> 1 Crore) executed over last 3 years.		12	Submitted certificate to be eligible for marking must have contact details of the issuing authority for verification purpose	2 marks for each certificate

3	OEM Credential (Supporting document has to be enclosed with technical bid)	20			
	Presence in India		2	Office In India	Full Value
	Presence in the state of West Bengal		3	Office in West Bengal	Full Value
	Presence in other countries		5	Office in other continent country	Full Value
	Manufacturing facility in India		2	Manufacturing plant in India	Full Value
	ISO Certification		2	ISO 14001	Full Value
	Market Presence in India		6	➤ 5 Years ➤ 10 Years	3 6

4	Support Service	20			
	District Support Location		10	To be marked on submitted documentary evidence for having service offices of Bidders and/or ASP (OEM's) in Districts.	1 point for each office (in one district)
	Satisfactory certificate for after sales support services on multi-location supplies		5	To be marked on submitted certificate of Govt Deptt/ Quasi Govt Deptt/ PSU/Board/ Council or similar organization.	1 point for each qualified certificate
	Service Engineers engaged in Districts having individual mobile number.		5	Documentary evidence for engagement with the bidder or ASP of 5 Engineers >5-10 Engineers > 10 Engineers	2 4 5

Full Marks = 100.

Qualifying Marks= 55

Marks obtained= T₁

EVALUATION CHART FOR TECHNICAL BID

(No deviation will be entertained for desktops)

Sl. No.	Evaluation criteria	Max Marks for the category	Max Marks per subcategory	Scoring Particulars	
				Scoring criteria	Scoring pattern

5	Technical Compliance	100			
	No deviation in specs		100	Comparison of Tender Specs & Offered Specs	Full Value
	Deviation in specs			If offered specs not stated properly If offered specs deviates in lower range	5 5 marks to be reduced for each deviation

Full Marks = 100.

Qualifying Marks= 70

Marks obtained= T₂

T= T₁ +T₂/2

Evaluating Formula: - $T/T_{max} \times 0.6 + C_{min}/C \times 0.4 = B$

T = Technical Score Obtained by the bidder

T_{max} = Highest Technical Score obtained among the bidders

C_{min} = Lowest Quoted Price among the bidder

C = Quoted Price by the Bidder

B = Final Score of the bidder

SECTION - L

PERFORMANCE SECURITY GUARANTEE BOND

In consideration of the ED-Technical , WBEIDC (hereinafter called 'WBEIDC') having agreed to exempt _____ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No _____ dated _____ made between _____ and _____ for the supply of _____ (hereinafter called "the said agreement "), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (contractor(s)) do hereby undertake to pay to the WBEIDC an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by WBEIDC by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the WBEIDC by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of WBEIDC in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We under take to pay to the WBEIDC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We(name of the bank) _____ 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 agreement and that it shall continue to be enforceable till all the dues of the WBEIDC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____(office/Department) WBEIDC certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of THREE YEARS + 60 days (as specified in the tender noWBEIDC/COMM/22/09-10 dated 12.02.2010) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with the WBEIDC that the WBEIDC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the WBEIDC against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the WBEIDC or any indulgence by the WBEIDC to the said Contractor(s) or by any such

matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the WBEIDC in writing.

Dated the _____ day of _____

for _____
(indicate the name of bank)

SECTION - M

BID SECURITY FORM

Whereas (hereinafter called "the Bidder") has submitted its bid dated.....for the supply of vide Tender No..... dated..... KNOW ALL MEN by these presents that WE OF having our registered office at(hereinafter called "the Bank") are bound unto WBEIDC Limited (hereinafter called "the Purchaser") in the sum of Rs..... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are :

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (a) fails or refuses to execute the Contract, if required; or
 - b) fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force as per the Bid Document up to and including Sixty (60) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority
Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch

SECTION – N

CHECK LIST FOR QUALIFYING BID

(All the rows are to be filled up by the bidder and has to be given in Qualifying bid , Packet-1 .
Keeping blank in information rows is prohibited)

Sl.No.	Parameters	DocumentsAttached / Not Attached	If attached Page No.
1.	Bidder's valid ISO Certificate		
2.	OEM's Tender Specific authorization for supply , installation & comprehensive maintenance of 5 years in the given format.		
3.	03 single similar orders of min 75 Lacs		
4.	Satisfactory completion certificate of above 03 orders		
5.	Min Annual Turnover of 10 Crores in last FY and 20 Crores in last 3 FY		
6.	Non banned certificate		
7.	Technical proposal submission letter in letterhead clearly indexing the enclosures with page numbering.		
8.	Bid Form duly filled and signed as per format on the letterhead of the bidder .		
9.	Tender Document duly stamped and signed on each page.		
10.	Detailed profile of the company		
11.	Article of association		
12.	Details of Service Centers in Districts with Land Phone & FAX no.		
13.	Details of service arrangements in Kolkata		
14.	Copy of audited balance sheets of last 3 FY.		
15.	Copy of PAN card		
16.	Copy of VAT registration Certificate.		
17.	Professional Tax Registration Certificate.		
18.	Company Registration Certificate.		
19.	Operation of the company in the same name and style for at least last 3 years		
20.	EMD of Rs.5,00,000/ in the form of DD / BG		
21.	Tender document money Rs.2000/- in the form of DD.		
22.	OEM's Service escalation Matrix		
23.	Bidder's Service escalation Matrix		
24.	All the pages of bid documents including documents submitted therein must be duly signed and stamped	Yes / No	

(Signature of the authorized signatory with company seal)