

West Bengal Electronics Industry Development Corporation Limited

Registered Office
 Webel Bhavan, Block - EP & GP, Sector - V Bidhannagar, Salt Lake Kolkata 700091
 Phone: 9133-2339-2228/226/327/316 'Fax: 9133-2357-1739/1708 email: contact@webel-india.com

NOTICE INVITING OPEN TENDER

Notice Inviting Tender No. EOT/COM/17-18/00085 Dated: 03-01-18

For: SUPPLY AND INSTALLATION OF CENTRALISED ONLINE DATA BACKUP SOLUTION AT WBEIDCL.

The DY. G.M.(COMMERCIAL) on behalf of WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED invites Tender for the work detailed in table below:-

Brief Description of Work	Tender Document Money (Rs) [Non refundable]	Earnest Money Deposit (EMD) (Rs) [Refundable]	Last Date and Time of Bid Submission	TECHNICAL BID Opening Date and Time
SUPPLY AND INSTALLATION OF CENTRALISED ONLINE DATA BACKUP SOLUTION AT WBEIDCL.	Rs.500 (In the form of DD duly pledged in favour of WBEIDC Limited)	Rs. 3,000 (In the form of DD / BG from a scheduled bank duly pledged in favour of WBEIDC Limited payable at Kolkata)	15 January 2018 3:00 PM	15 January 2018 4:00 PM
BID Opening Venue	WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED Webel Bhavan, Block - EP & GP, Sector - V Bidhannagar, Salt Lake Kolkata 700091			

For Commercial Queries, Contact: Mr. Pratul Show, DY. G.M.(COMMERCIAL) E-Mail: pratul.show@webel-india.com

For Technical Queries, Contact: Nirmal Ray, GM (TECH.) E-Mail: nirmal.ray@webel-india.com

DATE & TIME SCHEDULE

Activity / Event Description	Date	Time
Submission of Bid(s)	15 January 2018	3:00 PM
TECHNICAL BID Opening	15 January 2018	4:00 PM
PRICE BID Opening	16 January 2018	4:00 PM

ELIGIBILITY CRITERIA

1 . Experience on the related job area

The bidder should have executed 1 single order of similar nature of jobs, particularly in SUPPLY AND INSTALLATION OF DATA BACKUP SOLUTION of Rs.500,000 00 each or more at any or The bidder should have executed 2 single order of similar nature of jobs, particularly in SUPPLY AND INSTALLATION OF DATA BACKUP SOLUTION of Rs.300,000 00 each or more at any or The bidder should have executed 3 single order of similar nature of jobs, particularly in SUPPLY AND INSTALLATION OF DATA BACKUP SOLUTION of Rs.200,000 00 each or more at any Govt. Department / Quasi Govt. Dept / PSU / Board / Council/ Large corporate or similar organization in last 3 financial years. Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization in last 3 financial years. Work Order copies along with job completion certificate from the customer duly self-attested are to be submitted.

Statutory

2 . Authorisation from OEMs

Bidders with tender specific authorization(s) from OEM(s), strictly in our format given in ANNEXURE-MAF in this tender document for all the items OEM(s) must accept their responsibility of supply, installation and comprehensive maintenance of services during warranty period as per ANNEXURE MAF.

Statutory

3 . Unpriced Bill of Quantities

Un-priced B.O.Q is to be submitted in company letterhead mentioning the name, make and model no. of all the items.

Statutory

4 . Minimum Annual Turnover for the last financial year

Turnover of the last Financial Year (2016 - 2017) should be Rs.1,000,000.00 or above (Copy of audited Balance Sheet & P/L A/c duly certified by CA is required as proof).

Non-statutory

5 . Aggregate Annual Turnover

Aggregate of Turnover of last 3 Financial Years (01-04-14 - 31-03-17) should be Rs.3,000,000.00 or above (Copy of audited Balance Sheet & P/L A/c duly certified by CA is required as proof).

Non-statutory

6 . Company Profile & Article of Association

The Bidder must submit detail profile of the company and Articles of Association in the specified area of the job mentioned in this tender.

Non-statutory

7 . Incorporation certificate

The bidder should provide the certificate of incorporation under Comapny Act 1956.

Statutory

8 . NO PART BID ALLOWED

Bidders have to quote all the items mentioned in tender document.No part bid will be accepted. Otherwise, the bid(s) will be treated as cancelled.

Non-statutory

9 . Statutory Documents-PAN & IT Returns

Copies of valid PAN along with I-T return documents, for Financial Year 2013 2014, 2014-2015, 2015-2016 are to be enclosed with the bid.

Non-statutory

10 . Statutory Documents-PAN Only

Copy of valid PAN Card must be submitted with the bid.

Non-statutory



11 . Statutory Documents-PF

Copies of Registration Certificate for Provident Fund along with its return submission documents are to be enclosed with the bid.

Non-statutory

12 . Statutory Documents-ESI

Copies of Registration Certificate for ESI along with its return submission documents are to be enclosed with the bid.

Non-statutory

13 . Trade License

Copy of valid Trade License is to be enclosed with the bid.

Non-statutory

14 . Locations of Service Centres

The bidder must have at least 1 registered service center for AMC OF HARDWARE in KOLKATA Supporting documents for existence of Service Centre(s) has to be attached with the tender document.

Non-statutory

15 . Details of Office Locations

The Bidder must have office(s) in KOLKATA. (Copy of Trade License and contact details of the office(s), at the specified locations to be submitted along with the bid).

Non-statutory

16 . Banned by Govt. or like organizations

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 and later on lifted the ban, the fact must be clearly stated.

Non-statutory

17 . Minimum number of years of existence

The bidding firm must be in existence for 3 years or more. (Documentary evidence has to be provided along with the bid)

Non-statutory

18 . Additional Eligibility Criteria

COPIES OF REGISTRATION CERTIFICATE FOR GST MUST BE ENCLOSED WITH THE BID. BIDDERS ARE ADVISED TO ENCLOSURE SYSTEM OF NOMENCLATURE (HSN) CODE & SERVICE ACCOUNTING CODES (SAC) FOR ALL THE ITEMS.

Non-statutory

SECTION A

INSTRUCTIONS TO BIDDERS

GENERAL

1 . Instruction to submit no. of parts in the bid

Interested Bidders are required to submit their proposals in 1 sealed envelope(s) as per the instructions given below.

2 . Preperation 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.
- 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.

3 . Instruction to mark the techno-commercial bid envelope

The firm shall seal and mark the Techno Commercial Bid in one envelope super scribed with words:- "Techno Commercial Bid for "SUPPLY AND INSTALLATION OF CENTRALISED ONLINE DATA BACKUP SOLUTION AT WBEIDCL ". "Tender no.EOT/COM/17-18/00085, dated 03-01-18 16:00" & "Do Not Open Before 15 01-18 16:00 Hrs". This envelope will also contain the EMD and Tender Document Fees (if the tender document is downloaded from the website) in a separate small envelope inside it.

4 . Instruction to mark the pricel bid envelope

The firm shall seal and mark the Price Bid in one envelope super-scribed with words:- "Price Bid for "SUPPLY AND INSTALLATION OF CENTRALISED ONLINE DATA BACKUP SOLUTION AT WBEIDCL ". "Tender no.EOT/COM/17-18/00085, dat 16:00".

5 . Instruction to mark the both techno-commercial and price bid envelope

All the envelopes shall be sealed in a covering envelope super scribed with words Techno Commercial Bid & Price Bid for "SUPPLY AND INSTALLATION OF CENTRALISED ONLINE DATA BACKUP SOLUTION AT WBEIDCL." "Tender no.EOT/COM/17 03-01-18 16:00" & "Do Not Open Before 15 01-18 16:00 Hrs". The sealed envelope containing the sealed Techno Commercial Bid and Price Bid should be addressed to the Mr. Pratul Show, 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.

6 . Exemption under NSIC

The bidders (small scale units) who are registered with National Small Scale Industries Corporation, i.e, NSIC, UNDER SINGLE POINT REGISTRATION SCHEME for the TENDERED ITEMS are exempted from payment of bid security up to the amount equal to their monetary limit. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid. Registration other than NSIC & Under Single Point Registration Scheme) will not be entertained.

SECTION B

GENERAL TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS

1 . 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 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 contract will be awarded to the bidder securing lowest price as per their offer. The successful bidder will have to give security deposit of 10% of total value of the LOI in the form of BANK GURANTEE for a period of 60 days+ the maximum warranty period among the items quoted. After receiving the PBG, firm P.O will be issued.

2 . Amendment of Invitation

At any time 1 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).

3 . Amendment of Proposals

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

4 . Assignments

Assignment of the job to third party is not allowed without the consent of WBEIDC Ltd.

5 . Rejection of BID

Any deviation from the given specification and make, will be treated as rejected.

6 . 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.

7 . 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.

8 . Date & Time validity of the quotation

Any quotation submitted later than the date and time mentioned above will not be accepted

9 . 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.

10 . 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 Managing Director, 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 Managing Director 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.

11 . **Deadline for Submission of Proposals**

Proposals will be received by WBEIDC at the specified address not later than 15 01-18 15:00 Hrs. WBEIDC may, at its discretion, extend this deadline. WBEIDC may also extend this deadline for any other administrative reason.

12 . **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 road, fire, flood or any such act of nature, 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.

13 . **Inclusion of freight & insurance**

Price quoted should be inclusive of freight & insurance upto the delivery locations.

14 . **Formats and Signing of Proposals**

The original proposal shall be neatly typed and shall be signed by an authorized signatory / signatories on behalf of the Bidder. The authorization 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 authorized signatory after striking out the original words / figures completely.

15 . **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.

16 . **Late Proposals**

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

17 . **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.

18 . **Non escalation of Price**

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

19 . **Non-eligibility of bid by Webel Group Company**

No Webel group company allowed to bid in WBEIDC tenders, and bids will be summarily disqualified if received from any WEBEL group company.

20 . **Cancellation of PO**

WBEIDC Ltd. reserves the right to cancel Purchase Order if the agreed delivery schedule is not adhered to by the supplier. Any loss arising out of such delay in the supply of the equipment / service, shall be on the supplier account.

21 . **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 180 Days 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.

22 . Whom to report

Reporting: You have to report to SHRI NIRMAL KR. RAY for ALL purposes.

23 . 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: DGM 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 without which the bid will be summarily rejected. The envelope should bear the name and address of the bidder very neatly written in the left lower corner, without which the bids can not be recognized and hence will be summarily rejected. 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. And the bid will be summarily rejected.

24 . Detail Specification

THE DETAILS SPECIFICATION IS ATTACHED AS A NNEXURE IN THIS TENDER DOCUMENT.

25 . Schedule of the Tender

The tender document shall be submitted on or before 15-01-18 15:00 Hrs. to Mr. Pratul Show

26 . Deduction of Tax at Source

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

27 . 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

28 . Withdrawal 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.

SECTION C

SPECIAL TERMS & CONDITIONS

SPECIAL TERMS AND CONDITIONS

1. Consignee Details

Consignee Details: WBEIDC LTD.

2. Delivery time period

ALL ITEMS must be delivered and installed within 4 WEEKS from the date of issuance of PO.

3. Delivery Locations

Delivery/Installation location:

WBEIDC LTD, WEBEL BHAVAN, SECTOR- V, SALT LAKE . KOLKATA-700091.

4. Liquidated Damage

As per the job mentioned in the tender document; In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the Vendor(s) for sum equivalent to 1.00% of the contract value for each week or part thereof, subject to a ceiling of 5.00% of the contract value (including all taxes & duties and other charges). In the event of LD exceeds 5.00% 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 / PBG / Invoice submitted by the vendor (as applicable).

5. Payment Authority

Payment sanctioning authority: MD WBEIDC LTD

6. Payment Terms

Payment will be made on submission of bills along with the receipted Challan & successful installation certificate from the END CUSTOMER. Payment will be released within 30 days

7. Security Deposit

Successful bidder will have to submit a performance bank guarantee within 14 DAYS of issuance of LOI, amounting 5% total ordered value in the format given in the tender document for a validity period of 60 DAYS more than the warranty period (1 YEAR from the date of final acceptance of the end customer) of the quoted items.

8. Additional Terms & Conditions

BIDDERS ARE ADVISED TO ENCLOSE HARMONIZED SYSTEM OF NOMENCLATURE (HSN) CODE & SERVICE ACCOUNT IN THE ITEMS.

BOQ, TECHNICAL SPECIFICATIONS & DELIVERY LOCATIONS

SL. No.	Description / Specification	Qty	UOM	Delivery Location
1	BACKUP SOFTWARE LICENSE FOR SERVER	4	Nos.	HO (KOL)
2	BACKUP SOFTWARE - SUPPORT FOR ONE YEAR	4	Nos.	HO (KOL)
3	SUPPORT SERVICES-BACKUP	1	Job	HO (KOL)

Delivery / Service Location Details

Location Code	Location Address
HO (KOL)	Webel Bhavan, Block - EP & GP, Sector - VBidhannagar, Salt LakeKolkata700091

Payment Terms Details

Payment Terms Code	Description
45 D INST	Within 45 days after successful installation.

COMPLIANCE SHEET

SL. No.	Description / Specification	Qty	UOM	Offered Specification	Compliant (Yes/No)	Deviation Details (if any)
1	BACKUP SOFTWARE LICENSE FOR SERVER	4	Nos.			
2	BACKUP SOFTWARE - SUPPORT FOR ONE YEAR	4	Nos.			
3	SUPPORT SERVICES-BACKUP	1	Job			

ANNEX - 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)

Ref No : (Mandatory)

Date : (Mandatory)

To,
Dy. 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 "<Tender Title>" 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 its decision on the subject will be final and binding on Bidder. We also understand that WBEIDC is not bound to accept the L-1 bid for placement of order.

We had given an EMD/BG of Rs. _____ (DD/BG No _____ dated _____ on _____) along with the technical document.

We also abide to go through bank Guarantee of 5% of the job value as Performance Bank Guarantee.

Dated, this _____ day of _____, 20__

Signature

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

(Affix Official Seal)

ANNEX - BOM & TECHNICAL SPECIFICATIONS

ALL TECHNICAL PARAMETERS OF ITEMS ARE MANDATORY. NO DOWNWARD DEVIATION IS ALLOWED. IN CASE OF ANY DEVIATIONS IN SPECIFICATIONS OF THESE ITEMS, THE BID WILL BE SUMMERILY REJECTED.

The bidder has to attach a technical compliance sheet in the following format:

Sl. No.	Description of Items	Make & Model No.	Qty	Unit	Offered Specification	Remarks
1						

ANNEX – MAF
(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) Without this MAF, the bid is liable to be rejected.

Tender No. _____

Date:_____

Dy. General Manager (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.

[Note : Please Specify the Product Name & Model No here.]

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 abovementioned 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 and assure you the availability of spares for the products for the next two years after the expiry of three years comprehensive on-site warranty.

Name _____ In the capacity of _____

ANNEX – PBG

PERFORMANCE SECURITY GUARANTEE BOND

1. In consideration of the MD , 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 undertake 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 TWO/TWO AND HALF/THREE YEARS (as specified in the tender no.....) 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

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 _____, 20 _____

for _____
(Indicate the name of bank)

ANNEX - PRICE BID

(Bidders have to submit the price bid strictly in this format, otherwise the bid will be rejected)

Ref . No. (Mandatory)

Date: (Mandatory)

Tender for _____ <Tender Title> _____, _____ <Tender No.>, _____ <Tender Date>

To,
Dy. General Manager (Commercial)
WBEIDC Ltd.

Dear Sir,

In response to the above tender, we offer our price as given below:-

Sl. No.	Item Description	Make & Model / Part No.	Total Qty.	Unit Rate	Amount (Rs.)	VAT Rate (%)	VAT Amount (Rs.)	Service Tax Rate (%)	Service Tax Amount (Rs.)	Total Amount (Rs.)
1										
2										
...										
n										
Total										

In words: Rupees _____

(Signature and Seal of authorized signatory & a copy of power of attorney is to be enclosed)

ANNEX - UFA

UNDERTAKING FOR AUTHENTICITY FOR ----- (items name)

(TO BE SUBMITTED ON LETTERHEAD BY THE SUCCESSFULL BIDDER)

Sub: - < _____ Tender Title _____ >

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

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

With reference to the Servers etc. 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 Servers 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 authorize 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.

Authorized Signatory with seal

Name : _____

Designation : _____

Place : _____

Date : _____

ANNEX – EXP PROF **EXPERIENCE PROFILE**

Name of the Firm:

List of projects completed that are similar in nature to the works executed during the last 3 (three) years, as stated above.

Sl. No.	Customer's Name	PO No. and Date	Value in Rs.	Date of Successful Completion of the job	Completion Certificate Date issued by Customer

Note:

- i. Certificate from the Customers to be attached
- ii. Non-disclosure of any information in the Schedule will result in disqualification of the firm

Signature of applicant including title
and capacity in which application is made.

ANNEX - SAO
STRUCTURE AND ORGANISATION

1) Name of Applicant	:	
2) Office Address	:	
Telephone No.	:	
Fax No.	:	
3) Name and Address of Bankers	:	
4) Attach an organization chart showing the structure of the company with names of Key personnel and technical staff with Bio-data.	:	

Note: Application covers Proprietary Firm, Partnership, Limited Company or Corporation.

Signature of applicant including title
and capacity in which application is made.

BANK GUARANTEE (BG) FORM
BID SECURITY

Whereas

.....
(Hereinafter called "the Bidder") has submitted his bid dated..... against the RFP floated by WBEIDC Limited RFP ref:.....dated (hereinafter called "the Bid").

KNOW ALL MEN by these presents that WE.....(Branch Name) of (Bank Name) having our registered office at (hereinafter called "the BANK") are bound unto WBEIDC Ltd. in the sum of Rs. for which payment well and truly to be made to the said WBEIDC Ltd, the BANK binds itself, its successors and assigns by these presents.

The Conditions of this obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Purchaser.
2. If the Bidder does not accept an arithmetical correction in its Bid Price.
3. In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the acceptance of Letter of Intent.
4. In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Contract Performance Guarantee in accordance with the RFP.

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

BG will be valid up to

This Guarantee will remain in force upto and including 60 days after the period of price validity, and any demand in respect thereof should reach the BANK not later than the above date.

(Signature of the BANK)

SEAL OF THE BANK

Dated: ----- day of -----(month) 20.....

Name of Witness (Signature of the Witness)

Address of Witness Date: