

## 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](mailto:contact@webel-india.com)

### **NOTICE INVITING OPEN TENDER**

**Notice Inviting Tender No. EOT/COM/22-23/00090 Dated: 03-03-23**

**For:** WORK ORDER FOR REPAIR OF UPS AT CS-COE, SDF BUILDING (MODULE 517 & 518 ).

The G.M (COM) 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
Work order for Repair of UPS at CS-COE, SDF Building (Module 517 & 518 ).	Rs.500/-	Rs. 3,000/-	10 March 2023 12:00 PM	13 March 2023 3:00 PM
<b>BID Opening Venue</b>	<b>WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED Webel Bhavan, Block - EP &amp; GP, Sector - V Bidhannagar, Salt Lake Kolkata 700091</b>			

For Commercial Queries, Contact: Mr. Pratul Show, G.M (COM) E-Mail: [pratul.show@webel-india.com](mailto:pratul.show@webel-india.com)

For Technical Queries, Contact: Sourav Guha Thakurta, GM (CIO) E-Mail: [sourav.thakurta@webel-india.com](mailto:sourav.thakurta@webel-india.com)

## DATE & TIME SCHEDULE

Activity / Event Description	Date	Time
Last Query Submission	06 March 2023	3:00 PM
Last Query Response	06 March 2023	4:00 PM
Publishing Last Corrigenda (if any)	06 March 2023	5:00 PM
Submission of Bid(s)	10 March 2023	12:00 PM
TECHNICAL Opening	13 March 2023	3:00 PM
FINANCIAL Opening	15 March 2023	12:00 PM

# NOTICE INVITING TENDER

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**1 . Technical Bid submission with digitally signed**

The TECHNICAL BID is to be submitted duly digitally signed in the website [https //wbtenders.gov.in](https://wbtenders.gov.in)

**2 . Financial Bid submission with digitally signed**

The FINANCIAL BID is to be submitted duly digitally signed in the website [https //wbtenders.gov.in](https://wbtenders.gov.in)

**3 . Price Bid/Financial Offer only if technical bid is qualified**

The price bid / financial offer of the tenderer / bidder will be considered only if the technical bid of the tenderer is found qualified by the Tender Evaluation Committee (TEC) of WBEIDC. The decision of the TEC will be final and absolute in this respect.

# **SECTION A**

## **ELIGIBILITY CRITERIA**

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**1 . System Integrator**

The Bidder/ASP/OEM should be a System Integrator.

**Statutory**

**2 . Experience on the related job area**

The bidder should have executed 1 single order of similar nature of jobs, particularly in SUPPLY OF HARDWARE ITEMS of Rs.250,000.00 each or more at any or The bidder should have executed 2 single order of similar nature of jobs, particularly in SUPPLY OF HARDWARE ITEMS of Rs.125,000.00 each or more at any or The bidder should have executed 3 single order of similar nature of jobs, particularly in SUPPLY OF HARDWARE ITEMS of Rs.75,000.00 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. for verification, without which the bid will be treated as non responsive and summarily rejected.

**Statutory**

**3 . Minimum Annual Turnover for the last financial year**

Turnover of the last Financial Year (2021 - 2022) should be Rs.700,000.00 or above (Copy of audited Balance Sheet & P/L A/c duly certified by CA is required as proof).

**Statutory**

**4 . Aggregate Annual Turnover**

Aggregate of Turnover of last 3 Financial Years (01-04-19 - 31-03-22) should be Rs.2,000,000.00 or above (Copy of audited Balance Sheet & P/L A/c duly certified by CA is required as proof).

**Statutory**

**5 . Incorporation certificate**

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

**Statutory**

**6 . No Consortium is allowed**

The Bids shall be submitted by only the Bidder; no consortium is allowed in this Bid. Declaration in this regard needs to be submitted.

**Statutory**

**7 . 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.

**Statutory**

**8 . Statutory Documents-PAN & IT Returns**

Copies of valid PAN along with I-T return documents, for Financial Year 2019 2020, 2020-2021, 2021-2022 are to be enclosed with the bid.

**Statutory**

**9 . Trade License**

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

**Statutory**

**10 . Locations of Service Centres**

The bidder must have at least 1 registered service center for IT HARDWARE in KOLKATA and service centers in at least 1 locations in KOLKATA Supporting documents for existence of Service Centre(s) has to be attached with the tender

document.

**Statutory**

**11 . 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).

**Statutory**

**12 . 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.

**Statutory**

**13 . 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)

**Statutory**

# **SECTION B**

## **INSTRUCTIONS TO BIDDERS**

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### **General for e-Tender**

#### **1 . Registration of Bidder**

Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System, through logging on to <https://etender.wb.nic.in> . The Bidder is to click on the link for e-Tendering site as given on the web portal.

#### **2 . Digital Signature Certificate (DSC)**

Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated in Clause A.1. above. DSC is given as a USB e-Token.

#### **3 . Search and Download**

The Bidder can search & download N.I.T. & Tender Document(s) electronically from computer once he logs on to the website mentioned in Clause A.1. using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

#### **4 . Exemption under NSIC**

Bidders who are registered with NSIC, UNDER SINGLE POINT REGISTRATION SCHEME for the TENDERED ITEMS are exempt payment of bid security and Tender Fees 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 and documented through e filling, otherwise the Bid will be treated as cancelled. In case of bidders having monetary limit as "NO LIMIT", the exemption will be limited to Rs.50,00,000/- only as per existing policy of WBEIDC Ltd.

#### **5 . Submission of Tenders**

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

### **eTender Tender Evaluation Committee**

#### **1 . Definition of Tender Evaluation Committee**

Tender Evaluation Committee constituted as per Order, Department of IT, Government of West Bengal will function as Evaluation Committee for selection of technically qualified bidders.

#### **2 . Opening of Technical Proposal**

Technical proposals will be opened by the WBEIDC Tender Committee electronically from the website using their Digital Signature Certificate (DSC).

#### **3 . General Procedure**

(1) Cover (folder) for Statutory Documents (Ref. Sl. No. A.(v).(a)) will be opened first and if found in order, cover (folder) for Non-Statutory Documents (Ref. Sl. No. A.5.(b).) will be opened. If there is any deficiency in the Statutory Documents the bid will be treated as non-responsive and Tender Committee will have the right to decide accordingly.

(2) Decrypted (transformed into readable formats) documents of the non statutory cover will be downloaded & handed over to the Tender Evaluation Committee.

(3) Summary list of technically qualified tenderers will be uploaded online.

(4) Pursuant to scrutiny & decision of the Tender Evaluation Committee the summary list of eligible tenderers & the serial number of work for which their proposal will be considered will be uploaded in the web portals.

(5) During evaluation the committee may summon of the tenderers & seek clarification / information or additional documents or original hard copy of any of the documents already submitted & if these are not produced within the stipulated time frame, their proposals will be liable for rejection.

(6) Intending tenderers may remain present if they so desire.

### e-Tender Financial Proposal

**1. Quoting rate in Price Bid**

The financial proposal should contain all items mentioned in the Price Bid. The Bidder is to quote the rate online through computer in the space marked for quoting rate in the Price Bid.

**2. Digital Signature**

Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the Bidder. Financial capacity of a bidder will be judged on the basis of information furnished.

**3. Penalty for suppression / distortion of facts**

If any tenderer fails to produce the original hard copies of the documents like Completion Certificates and any other documents on demand of the Tender Evaluation Committee within a specified time frame or if any deviation is detected in the hard copies from the uploaded soft copies, it may be treated as submission of false documents by the tenderer and action may be referred to the appropriate authority for prosecution as per relevant IT Act.

**4. Rejection of Bid**

WBEIDCL reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the ground for Employer's action.

**5. Award of Contract**

The Bidder whose Bid has been accepted will be notified by the Tender Inviting Accepting Authority through acceptance letter / Letter of Acceptance. The notification of award will constitute the formation of the Contract. All the tender documents including N.I.T. & B.O.Q. will be the part of the contract documents. After receipt of Letter of Intent, the successful bidder shall have to submit a PBG from a scheduled bank amounting to 3% of LOI value ( format attached with this tender document).

### Additional Instructions

**1. Additional Instruction**

THE BIDDERS ARE REQUESTED TO SUBMIT THE BANK DETAILS ALONG WITH THE BID.

# SECTION C

## GENERAL TERMS & CONDITIONS

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### 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 successful bidder will have to give security deposit of 3% 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 . PBG SUBMISSION AFTER LOI**

You are requested to convey your acceptance of this Letter of Intent and to submit the desired information at an early date and submit the required Bank Guarantee in the attached prescribed format within a period of 14 days from the date of placement of this Letter of Intent, failing which this Letter of Intent is likely to be treated as cancelled.

**6 . Rejection of BID**

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

**7 . 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.

**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 . GTC-EMD-ONLINE PAYMENT

//The bidder shall pay an EMD of Rs. 3,000 through Net banking or through RTGS NEFT through the <https://wbtenders.gov.in> //portal as per G.O 3975-F(Y) dated 28th July, 2016 issued by Finance department Govt. of West Bengal. //For detail payment procedure & guideline on the same bidders are advised to follow the same order. //You may find the GO by clicking the link <https://bit.ly/2zZ4i6e>

#### 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 . Insertion of Webel's GST in Vendor invoice

All bills/ invoices must be raised / submitted with proper GSTIN No. of WBEIDC Ltd (GSTIN No.- 19AAACW2411Q1Z1 ) for releasing payment.

#### 17 . Late Proposals

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

#### 18 . 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.

#### 19 . Non escalation of Price

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

#### 20 . 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.

#### 21 . Availability of PAN

Any quotation submitted without PAN of the vendor will be summarily rejected.

**22 . Proposal Currency**

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

**23 . 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.

**24 . 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.

**25 . Whom to report**

Reporting: You have to report to MR.SOURAV GUHATHAKURTA, GM-CIO for TECHNICAL purposes.

**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 . Additional Terms & Conditions**

AT THE TIME ACCEPTING LOI, VENDOR IS ADVISED TO CHECK THE GST PERCENTAGE MENTIONED IN THE LOI. IN CASE OF ANY CHANGE BIDDER MUST INFORM GM (COMMERCIAL) IN WRITING PRIOR TO ISSUE OF THE PURCHASE ONCE PURCHASE ORDER ISSUED NO SUBSEQUENT REQUEST FOR CHANGE IN GST PERCENTAGE WILL BE ENTERTAIN

# SECTION D

## SPECIAL TERMS & CONDITIONS

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### SPECIAL TERMS AND CONDITIONS

- 1. Consignee Details**  
Consignee Details: DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVT OF WEST BENGAL.
- 2. Delivery time period**  
ALL ITEMS must be delivered and installed within 2 WEEKS from the date of issuance of PO.
- 3. Delivery Locations**  
AS DIRECTED BY OFFICE OF THE DEPARTMENT OF INFORMATION TECHNOLOGY & ELECTRONICS, GOVT OF WEST BE  
BHANDER,BLOCK -EP-GP, SALT LAKE , SECTOR V, KOLKATA-91.
- 4. Taxes all inclusive**  
Price will be all inclusive including tax, installation, freight, insurance & any other charges. Tax portion should be mentioned separately.
- 5. 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).
- 6. Payment Authority**  
Payment sanctioning authority: MR.SOURAV GUHA THAKURTA, GM(CIO).
- 7. 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 after receiving payment from the end customer.
- 8. Security Deposit**  
Successful bidder will have to submit a performance bank guarantee within 14 DAYS of issuance of LOI, amounting 3% total ordered value in the format given in the tender document for a validity period of 60 DAYS more than the warranty period (2 YEARS from the date of final acceptance of the end customer) of the quoted items.
- 9. Service Level Agreement**  
Service Level: Resolution time should be 24 HRS. If not resolved within 24 HRS., a penalty of 0.5% of equipment cost per day will be levied and will be adjusted against the balance payment/PBG held with WBEIDC Limited.
- 10. Warrants Support - Period**  
The equipment along with the solution supplied will be warranted for 24 MONTHS from the date of ACCEPTANCE of the system whole or part. Service support for the entire warranty period will be ONSITE and COMPREHENSIVE and free of cost for the entire warranty period.
- 11. Additional Terms & Conditions**  
TENDER SPECIFICATION AS PER ANNEXURE-1.

# BOQ, TECHNICAL SPECIFICATIONS & DELIVERY LOCATIONS

SL. No.	Description / Specification	Qty	UOM	Delivery Location
1	SITC of Battery : 40 nos 42 Ah of 12V Battery for 30 Miniutes Backup with Two years Warranty.	1	Nos.	

## Payment Terms Details

Payment Terms Code	Description
B2B-30D	Payments term will be back to back and will be paid after 30 days of payment received from customer.

# COMPLIANCE SHEET

SL. No.	Description / Specification	Qty	UOM	Offered Specification	Compliant (Yes/No)	Deviation Details (if any)
1	SITC of Battery : 40 nos 42 Ah of 12V Battery for 30 Miniutes Backup with Two years Warranty.	1	Nos.			

## 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 \_\_\_\_\_

\_\_\_\_\_  
Signature

**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.



## 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 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 \_\_\_\_\_, 20 \_\_\_\_\_

for \_\_\_\_\_  
(Indicate the name of bank)

## ANNEX - TECHNICAL COMPLIANCE STATEMENT

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						

PRICE BID

The price has to be submitted online only.