

## 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 e-Tender No. WEBEL/EOT/COM/22-23/00093 Dated: 13-03-23**

**For:** PUSH SMS SERVICES FOR AGRICULTURE DEPARTMENT GOVT OF WEST BENGAL.

The G.M (COM) on behalf of WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED invites Tender for the work detailed in table below:- (Submission of Bid Through Online Only)

Brief Description of Work	Tender Document Money (Rs) [Non refundable]	Earnest Money Deposit (EMD) (Rs) [Refundable]	Last Date and Time of Bid Submission (Online)	TECHNICAL Bid Opening Date and Time (Online)
PUSH SMS SERVICES FOR AGRICULTURE DEPARTMENT GOVT OF WEST BENGAL.	Rs.500/-	Rs. 3,000/-	20 March 2023 12:00 PM	22 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

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

## DATE & TIME SCHEDULE

<b>Activity / Event Description</b>	<b>Date</b>	<b>Time</b>
Submission of Bid(s)	20 March 2023	12:00 PM
TECHNICAL Opening	22 March 2023	3:00 PM
PRICE Opening	23 March 2023	3:00 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 . Type of the Bidder**  
The bidder should be an ASP / OEM / 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 PUSH SMS SERVICES of Rs.450,000.00 each or more at any or The bidder should have executed 2 single order of similar nature of jobs, particularly in PUSH SMS SERVICES of Rs.225,000.00 each or more at any or The bidder should have executed 3 single order of similar nature of jobs, particularly in PUSH SMS SERVICES of Rs.150,000.00 each or more at any Govt. Department / Quasi Govt. Dept / PSU / Board / Council/ Large corporate or similar organization in last 3 financial years. Work Order copies along with job completion certificate from the customer duly self-attested are to be submitted.

**Statutory**
  
- 3 . Minimum Annual Turnover for the last financial year**  
Turnover of the last Financial Year (2021 - 2022) should be Rs.1,500,000.00 or above (Copy of audited Balance Sheet & P/L A/c duly certified by CA is required as proof).

**Non-statutory**
  
- 4 . Aggregate Annual Turnover**  
Aggregate of Turnover of last 3 Financial Years (01-04-19 - 31-03-22) should be Rs.4,000,000.00 or above (Copy of audited Balance Sheet & P/L A/c duly certified by CA is required as proof).

**Non-statutory**
  
- 5 . 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.

**Non-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.

**Non-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 COMMUNICATION in KOLKATA, WEST BENGAL and service centers in at least 1 locations in WEST BENGAL Supporting documents for existence of Service Centre(s) has to be attached with the tender document.

**Non-statutory**

**11 . 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**

**12 . 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**

# 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. Participation in more than one work

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

#### 5. Exemption under NSIC

Bidders who are registered with NSIC, UNDER SINGLE POINT REGISTRATION SCHEME for the TENDERED ITEMS are exempted 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.

#### 6. 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 Technical Proposal

#### 1. Technical proposals in covers

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

a) Statutory Cover Containing the following documents:

1> Prequalification doc:

(i) Prequalification Application (Bid Form) as per annexure

(ii) Structure & Organisation details as per annexure

(iii) Experience Profile as per annexure

(iv) Demand Draft towards cost of tender documents issued from any Scheduled Bank in favour of "WBEIDC Ltd", payable at Kolkata.

(v) Demand Draft / Bank Guarantee towards Earnest Money (EMD) a from any Scheduled Bank in favour of "WBEIDC Ltd", payable at Kolkata.

(ii) Un-priced B.O.Q. with Make & Model is to be submitted in company letterhead mentioning the name, make and model no. of all the items, strictly in our format given in "ANNEXURE-BOQ".

3> Tender Document: Upload the Tender Document Digitally Signed (Do not fill the details)

b) Non-statutory Cover Containing the following documents:

(i) Professional Tax (PT) deposit receipt challan for the financial year 2014 2015, PAN Card, IT, Saral for the Assessment year 2015-2016, VAT Registration Certificate and challans for the financial year 2016-2017.

- (ii) Registration Certificate under Company Act. (if any).
  - (iii) Registered Deed of partnership Firm / Article of Association & Memorandum.
  - (iv) Power of Attorney (For Partnership Firm / Private Limited Company, if any).
  - (v) Audited Balance Sheet & Profit & Loss A/c. for the last 3 (three) years.
- Note: Failure to submit any of the above mentioned documents as stated in Sl. Nos. Section-A, v(a) and Section-A, v(b) will render the tenderer liable to be rejected for both statutory & non statutory cover.

### 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 & Evaluation of Tender

If any Bidder is exempted from payment of EMD, copy of relevant Government Order needs to be furnished.

#### 3. Opening of Technical Proposal

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

#### 4. 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.

# 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 contract will be awarded to the bidder securing lowest price as per their offer. 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 . 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.

**9 . Date & Time validity of the quotation**

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

**10 . 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.

**11 . 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.

#### 12 . 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>

#### 13 . 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.

#### 14 . Inclusion of freight & insurance

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

#### 15 . 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.

#### 16 . 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.

#### 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 . 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.

**22 . 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.

**23 . Whom to report**

Reporting: You have to report to MR. SOURAV GUHA THAKURTA, GM(CIO) for ALL purposes.

**24 . Detail Specification**

THE ALL OTHER TERMS AND CONDITIONS IS ATTACHED AS AN ANNEXURE OF THIS TENDER DOCUMENT.

**25 . 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.

**26 . 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.

**27 . Additional Terms & Conditions**

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

## SECTION D

# SPECIAL TERMS & CONDITIONS

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### SPECIAL TERMS AND CONDITIONS

**1 . PBG 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.

**2 . Consignee Details**

Consignee Details: DIRECTORATE OF AGRICULTURE, GOVT OF WEST BENGAL.

**3 . Delivery time period**

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

**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 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 (3 YEARS from the date of final acceptance of the end customer) of the quoted items.

# BOQ, TECHNICAL SPECIFICATIONS & DELIVERY LOCATIONS

SL. No.	Description / Specification	Qty	UOM	Delivery Location
1	PUSH SMS SERVICES	*****	NUMBER	

## 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	PUSH SMS SERVICES		*****	NUMBER		

## **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 – 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 - 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:

<b>Sl. No.</b>	<b>Description of Items</b>	<b>Make &amp; Model No.</b>	<b>Qty</b>	<b>Unit</b>	<b>Offered Specification</b>	<b>Remarks</b>
1						

**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 : \_\_\_\_\_

## PRICE BID

The price has to be submitted online only.

**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.