

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/18-19/00108 Dated: 14-01-19

For: PROCUREMENT OF SOFTWARE FOR WEST BENGAL STATE UNIVERSITY BERUNANPUKURIA, BARASAT.

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

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
Procurement of Software for West Bengal State University Berunanpukuria, Barasat.	Rs.500/-	Rs. 7,500/-	22 January 2019 12:00 PM	24 January 2019 3:00 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: Suman Moitra, GM (GOVT. SALES) E-Mail: suman.moitra@webel-india.com

DATE & TIME SCHEDULE

Activity / Event Description	Date	Time
Last Query Submission	17 January 2019	12:00 PM
Last Query Response	17 January 2019	1:00 PM
Publishing Last Corrigenda (if any)	17 January 2019	4:00 PM
Submission of Bid(s)	22 January 2019	12:00 PM
TECHNICAL Opening	24 January 2019	3:00 PM
FINANCIAL Opening	28 January 2019	12:00 PM

NOTICE INVITING TENDER

1 . Final submission date & time

In the event of e-filing, intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary cost of tender documents (tender fees) may be remitted through Demand Draft issued from any Scheduled Bank in favour of "WBEIDC Ltd", payable at Kolkata and also to be documented through e-filing. Cost of Earnest Money (EMD) may be remitted through Demand Draft / BG issued from any Scheduled Bank in favour of "WBEIDC Ltd", payable at Kolkata and also to be documented through e-filing. The original Demand Draft / BG against tender fees, Earnest Money Deposit (EMD) or documents in support of Fixed Security Deposit (FSD) (scan copy of FSD should be uploaded for EMD exemption) should be submitted physically to the Advisor (Commercial), West Bengal Electronics Industry Development Corporation Ltd, Block - EP & GP, Sector-V, Salt Lake City, Kolkata-700091 under sealed cover on or before 22-01-19 12:00.

2 . Technical Bid submission with digitally signed

The TECHNICAL BID is to be submitted duly digitally signed in the website <https://wbtenders.gov.in>

3 . Financial Bid submission with digitally signed

The FINANCIAL BID is to be submitted duly digitally signed in the website <https://wbtenders.gov.in>

4 . Schedule details

Submission of Technical Bid (if applicable) and Financial Bid will be done as per Time Schedule stated in this Tender Document.

5 . 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.

6 . Display of Technically qualified bidders on the website.

The list of technically qualified bidders will be displayed on NITs website, <https://wbtenders.gov.in>.

SECTION A

ELIGIBILITY CRITERIA

- 1 . System Integrator**
The Bidder/ASP/OEM should be a System Integrator.

Statutory
- 2 . Type of the Bidder**
The bidder should be an ASP / OEM / System Integrator.

Statutory
- 3 . Experience on the related job area**
The bidder should have executed 1 single order of similar nature of jobs, particularly in SOFTWARE of Rs.600,000.00 each or more at any or The bidder should have executed 2 single order of similar nature of jobs, particularly in SOFTWARE 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 SOFTWARE 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
- 4 . 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
- 5 . Minimum Annual Turnover for the last financial year**
Turnover of the last Financial Year (2017 - 2018) 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).

Non-statutory
- 6 . Aggregate Annual Turnover**
Aggregate of Turnover of last 3 Financial Years (01-04-15 - 31-03-18) should be Rs.6,000,000.00 or above (Copy of audited Balance Sheet & P/L A/c duly certified by CA is required as proof).

Non-statutory
- 7 . Incorporation certificate**
The bidder should provide the certificate of incorporation under Comapny Act 1956.

Non-statutory
- 8 . 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
- 9 . 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
- 10 . Statutory Documents-PAN & IT Returns**
Copies of valid PAN along with I-T return documents, for Financial Year 2014 2015, 2015-2016, 2016-2017 are to be enclosed with the bid.

Non-statutory

11 . Trade License

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

Non-statutory

12 . Locations of Service Centres

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

Non-statutory

13 . 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

14 . 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

15 . 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

16 . 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 B

INSTRUCTIONS TO BIDDERS

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).

Additional Instructions

1 . Additional Instruction

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

SECTION C

GENERAL TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS

1. 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.

2. Deadline for Submission of Proposals

Proposals will be received by WBEIDC at the specified address not later than 22-01-19 12:00 Hrs. WBEIDC may, at its discretion, extend this deadline. WBEIDC may also extend this deadline for any other administrative reason.

3. 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.

4. Inclusion of freight & insurance

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

5. 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.

6. 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.

7. Late Proposals

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

8. 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.

9. Non escalation of Price

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

10 . 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.

11 . Availability of PAN

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

12 . Proposal Currency

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

13 . 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.

14 . 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.

15 . Whom to report

Reporting: You have to report to MR. SUMAN MITRA, GM(BD) for TECHNICAL purposes.

16 . Schedule of the Tender

The tender document shall be submitted on or before 22-01-19 12:00 Hrs. to Mr. Pratul Show

17 . 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

18 . 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.

19 . 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 DGM (COMMERCIAL) IN WRITING PRIOR TO ISSUE OF THE PURCHASE ORDER. ONCE PURCHASE ORDER ISSUED NO SUBSEQUENT REQUES PERCENTAGE WILL BE ENTERTAINED.

SECTION D

SPECIAL TERMS & CONDITIONS

SPECIAL TERMS AND CONDITIONS

1. Consignee Details

Consignee Details: WEST BENGAL STATE UNIVERSITY, BERUNANPUKURIA, BARASAT, KOLKATA 700126.

2. Delivery time period

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

3. Delivery Locations

Delivery/Installation location:

AS DIRECTED BY WEST BENGAL STATE UNIVERSITY, BERUNANPUKURIA, BARASAT, KOLKATA 700126.

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: SRI NIRMAL RAY, ADV. TECHNICAL.

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 after receiving payment from the end customer.

7. Security Deposit

Successful bidder will have to submit a performance bank guarantee within 14 DAYS of issuance of LOI, amounting 10% total ordered value in the format given in the tender document for a validity period of 60 DAYS more than the warranty period (1YEAR from the date of final acceptance of the end customer) of the quoted items.

8. Warranty

The bidder will warranty that products supplied under the contract are newly made and are free from defects in the design, engineering and workmanship. The bidder would be responsible for the up keep and maintenance of the infrastructure with a resolution time of 12 HRS. and necessary deliverables under the scope of work during the entire on-site warranty period of 1 YEAR from the date of FINAL ACCEPTANCE of the system by the customer. To maintain this SLA, if desired by the end customer, one engineer has to be provided at the site for immediate attempt of any failure. The bidder shall not, without the express prior written consent of WBEIDC, assign to any third party of the contract or part thereof. Service support for the entire warranty period will be on site and comprehensive and free of cost for the entire warranty period.

9. Additional Terms & Conditions

NECESSARY MAINTENANCE /ASSISTANCE ON THE ENTIRE INSTALLATION WORK FOR 01 YEAR FROM THE DATE OF PO.

BOQ, TECHNICAL SPECIFICATIONS & DELIVERY LOCATIONS

SL. No.	Description / Specification	Qty	UOM	Delivery Location
1	PLAGSCAN ONLINE VERSION	1	Nos.	
2	NTSYS For 10 Users	1	Nos.	
3	SEQUENCHER For 2 Users	1	Nos.	
4	PHOTOSHOP	1	Nos.	

Payment Terms Details

Payment Terms Code	Description
B2B	Payments term will be back to back and will be paid upon receipt of payment from customer.

COMPLIANCE SHEET

SL. No.	Description / Specification	Qty	UOM	Offered Specification	Compliant (Yes/No)	Deviation Details (if any)
1	PLAGSCAN ONLINE VERSION	1	Nos.			
2	NTSYS For 10 Users	1	Nos.			
3	SEQUENCHER For 2 Users	1	Nos.			
4	PHOTOSHOP	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 10% 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)

PRICE BID

The price has to be submitted online only.