

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/19-20/00067 Dated: 14-11-19

For: PROCUREMENT OF WINDOWS 10 PROFESSIONAL LICENSES FOR CYBER SECURITY CENTRE OF EXCELLENCE

The G.M.(COMMERCIAL) 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) | TECHNO-COMMERCIAL Bid Opening Date and Time (Online) |
|---|--|---|---|--|
| Procurement of Windows 10 Professional Licenses for Cyber Security Centre of Excellence | Rs.500/- | Rs. 15,000/- | 27 November 2019 12:00 PM | 29 November 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, G.M.(COMMERCIAL) E-Mail: pratul.show@webel-india.com

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

DATE & TIME SCHEDULE

| Activity / Event Description | Date | Time |
|-------------------------------------|------------------|----------|
| Last Query Submission | 19 November 2019 | 2:00 PM |
| Last Query Response | 20 November 2019 | 12:00 PM |
| Publishing Last Corrigenda (if any) | 20 November 2019 | 4:00 PM |
| Submission of Bid(s) | 27 November 2019 | 12:00 PM |
| TECHNO-COMMERCIAL Opening | 29 November 2019 | 3:00 PM |
| PRICE BID Opening | 03 December 2019 | 4:00 PM |

NOTICE INVITING TENDER

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

- 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 APPLICATION SOFTWARE of Rs.1,500,000.00 each or more at any or The bidder should have executed 2 single order of similar nature of jobs, particularly in APPLICATION SOFTWARE of Rs.750,000.00 each or more at any or The bidder should have executed 3 single order of similar nature of jobs, particularly in APPLICATION SOFTWARE of Rs.500,000.00 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. In case of non-availability of attestation from Gazetted Officer, the bidder will have to produce original document for verification, without which the bid will be treated as non responsive and summarily rejected.

Statutory

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

Statutory

- 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 (2018 - 2019) should be Rs.4,500,000.00 or above (Copy of audited Balance Sheet & P/L A/c duly certified by CA is required as proof).

Statutory

- 6 . Aggregate Annual Turnover**
Aggregate of Turnover of last 3 Financial Years (01-04-16 - 31-03-19) should be Rs.14,000,000.00 or above (Copy of audited Balance Sheet & P/L A/c duly certified by CA is required as proof).

Non-statutory

- 7 . Company Profile & Article of Association**
The Bidder must submit detail profile of the company and Articles of Association in the specified area of the job mentioned in this tender.

Non-statutory

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

Non-statutory

- 9 . 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

10 . 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**11 . Statutory Documents-PAN & IT Returns**

Copies of valid PAN along with I-T return documents, for Financial Year 2016 2017, 2017-2018, 2018-2019 are to be enclosed with the bid.

Non-statutory**12 . Trade License**

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

Non-statutory**13 . Locations of Service Centres**

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

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.

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 MUST SUBMIT THE HSN/SAC CODE FOR ALL THE ITEMS IN THE BOQ.

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).

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.

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 5% 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

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 5% 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. 15,000 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. NIRMAL RAY, ADVISER (TECH) 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 ORDER. ONCE PURCHASE ORDER ISSUED NO SUBSEQUENT REQUEST FOR CHANGE IN GST PERCENTAGE WILL BE ENTERTAINED.

SECTION D

SPECIAL TERMS & CONDITIONS

SPECIAL TERMS AND CONDITIONS

1. Consignee Details

Consignee Details: CYBER SECURITY CENTRE OF EXCELLENCE, DEPARTMENT OF INFORMATION TECHNOLOGY AND OF WEST BENGAL

2. Delivery time period

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

3. Delivery Locations

Delivery/Installation location:

CYBER SECURITY CENTRE OF EXCELLENCE, DEPARTMENT OF INFORMATION TECHNOLOGY AND ELECTRONICS , GOVT WEBEL BHAVAN, GROUND FLOOR, BLOCK -EP & GP, SECTOR V, SALT LAKE, KOLKATA 700091

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. NIRMAL RAY, ADVISER (TECH.)

7. Payment Terms

Payment will be made on submission of bills along with the receipted Challan certificate from the CYBER SECURITY CENTRE OF EXCELLENCE, DEPT OF IT & E GOVT OF W.B. 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 5% TOTAL ORDERED VALUE IN THE FORMAT GIVEN IN THE TENDER DOCUMENT FOR A VALIDITY PERIOD ATLEAST 1 YEAR FROM THE DATE OF FINAL ACCEPTANCE OF THE END CUSTOMER OF THE QUOTED ITEM

9. Additional Terms & Conditions

LICENSE TYPE :- PERPETUAL

BOQ, TECHNICAL SPECIFICATIONS & DELIVERY LOCATIONS

| SL. No. | Description / Specification | Qty | UOM | Delivery Location |
|---------|-----------------------------------|-----|------|-------------------|
| 1 | MICROSOFT WINDOWS 10 PROFESSIONAL | 30 | Nos. | |

Payment Terms Details

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

COMPLIANCE SHEET

| SL. No. | Description / Specification | Qty | UOM | Offered Specification | Compliant (Yes/No) | Deviation Details (if any) |
|---------|-----------------------------------|-----|------|-----------------------|--------------------|----------------------------|
| 1 | MICROSOFT WINDOWS 10 PROFESSIONAL | 30 | 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 _____

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:

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

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.

BANK GUARANTEE (BG) FORM
BID SECURITY

Whereas

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

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

The Conditions of this obligation are:

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

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

BG will be valid up to

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

(Signature of the BANK)

SEAL OF THE BANK

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

Name of Witness (Signature of the Witness)

Address of Witness Date: