

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/20-21/00054 Dated: 05-01-21

For: SUPPLY OF MANPOWER FOR OPERATION AND MAINTENANCE OF MEDICAL GAS PIPELINE SYSTEM (MGPS) AT DIAMOND HARBOUR NIGHT SHELTER

The G.M (COM) on behalf of WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED invites Tender for the work detailed in table bellow:- (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)
Supply of Manpower for Operation and Maintenance of Medical Gas Pipeline System (MGPS) at Diamond Harbour Night Shelter	Rs.500/-	Rs. 7,500/-	13 January 2021 12:00 PM	15 January 2021 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 (COM) E-Mail: pratul.show@webel-india.com

For Technical Queries, Contact: Arun Prakash Sarkar, GM (ID&M-M) E-Mail: arun.sarkar@webel-india.com

DATE & TIME SCHEDULE

Activity / Event Description	Date	Time
Last Query Submission	07 January 2021	4:00 PM
Last Query Response	08 January 2021	12:00 PM
Publishing Last Corrigenda (if any)	08 January 2021	4:00 PM
Submission of Bid(s)	13 January 2021	12:00 PM
TECHNO-COMMERCIAL Opening	15 January 2021	3:00 PM
PRICE BID Opening	19 January 2021	12:00 PM

NOTICE INVITING TENDER

1 . Final submission date & time

In the event of e-filling, intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate.

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 . Experience on the related job area

The bidder should have executed 1 single order of similar nature of jobs, particularly in SUPPLY OF MANPOWER FOR MEDICAL GAS PIPELINE SYSTEM (MGPS) of Rs.900,000.00 each or more at any or The bidder should have executed 2 single order of similar nature of jobs, particularly in SUPPLY OF MANPOWER FOR MEDICAL GAS PIPELINE SYSTEM (MGPS) of Rs.450,000.00 each or more at any or The bidder should have executed 3 single order of similar nature of jobs, particularly in SUPPLY OF MANPOWER FOR MEDICAL GAS PIPELINE SYSTEM (MGPS) of Rs.300,000.00 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

2 . Minimum Annual Turnover for the last financial year

Turnover of the last Financial Year (2019 - 2020) should be Rs.3,000,000.00 or above (Copy of audited Balance Sheet & P/L A/c duly certified by CA is required as proof).

Non-statutory

3 . Aggregate Annual Turnover

Aggregate of Turnover of last 3 Financial Years (01-04-17 - 31-03-20) should be Rs.10,000,000.00 or above (Copy of audited Balance Sheet & P/L A/c duly certified by CA is required as proof).

Non-statutory

4 . 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

5 . Incorporation certificate

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

Non-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 2017 2018, 2018-2019, 2019-2020 are to be enclosed with the bid.

Non-statutory

9 . Statutory Documents-PF

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

Statutory**10 . Statutory Documents-ESI**

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

Statutory**11 . Trade License**

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

Non-statutory**12 . Details of Office Locations**

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

Non-statutory**13 . 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**14 . 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**15 . Additional Eligibility Criteria**

* SUCCESSFUL BIDDER SHOULD SUBMIT CV OF ALL MANPOWER ALONG WITH NAME, CONTACT NO, ADDRESS, BANK DETAILS, ADHAR CARD, PHOTOS, PAN CARD ETC

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 . Exemption under NSIC

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

5 . Submission of Tenders

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

eTender Tender Evaluation Committee

1 . Definition of Tender Evaluation Committee

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

2 . Opening & 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.

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 10% of LOI value (format attached with this tender document).

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 contract will be awarded to the bidder securing lowest price as per their offer. The successful bidder will have to give security deposit of 10% of total value of the LOI in the form of PBG 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. 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.

3. Rejection of BID

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

4. 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.

5. Date & Time validity of the quotation

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

6. 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.

7. 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.

8. GTC-EMD-ONLINE PAYMENT

//The bidder shall pay an EMD of Rs. 7,500 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>

9. 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.

10 . **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.

11 . **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.

12 . **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.

13 . **Late Proposals**

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

14 . **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.

15 . **Non escalation of Price**

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

16 . **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.

17 . **Proposal Currency**

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

18 . **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.

19 . **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.

20 . **Whom to report**

Reporting: You have to report to MR. ASHIS MAITRA, MANAGER (MEMC). for ALL purposes.

21 . 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.

22 . 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

23 . Withdrawal from Tender

Any bidder may withdraw his tender by written request at any time prior to the scheduled closing time for receipt of tenders and not thereafter.

SECTION D

SPECIAL TERMS & CONDITIONS

SPECIAL TERMS AND CONDITIONS

1. Job Activity

Activity to be performed at ACTIVITY TO BE PERFORMED AT NIGHT SHELTER MGPS OF DIAMOND HARBOUR GOVERNMENT COLLEGE AND HOSPITAL

2. 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.

3. Consignee Details

Consignee Details: WEST BENGAL MEDICAL SERVICES CORPORATION LTD.

4. Contract Period

The contract will be valid for 12 MONTHS.

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. ARUN PRAKASH SARKAR, HOD(MEMO).

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. Payment Terms

PAYMENT WILL BE MADE AFTER REALIZATION OF PAYMENT FROM END CUSTOMER AND ON SUBMISSION OF ATTENDANCE SHEETS DULY SIGNED BY HOSPITAL AUTHORITY WITH VENDOR'S BILL IN TRIPLICATE

9. 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 7 MONTHS more than the warranty period (1 YEAR from the date of final acceptance of the end customer) of the quoted items.

10. Additional Terms & Conditions

MANPOWER SERVICE REQUIRED FOR 24 X 7 BASIS FOR MGPS WITH AVAILABILITY OF 4 MANPOWER BIDDER SHOULD HAVE REGISTERED WITH PF & ESI AS PER THE RULES

BOQ, TECHNICAL SPECIFICATIONS & DELIVERY LOCATIONS

SL. No.	Description / Specification	Qty	UOM	Delivery Location
1	MANPOWER SERVICE	48	Man/Mont	

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	MANPOWER SERVICE	48	Man/Mon			

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 – 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						

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.

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: