

Notice Inviting Tender

For

Supply, Installation and Commissioning

Of

Computer Hardware, Software, LAN
At Different Offices Under Agriculture
Department, Government of West Bengal

Tender Notice No: AGRISNETWB/WTL/ITNS/02
November 2009

Webel Technology Ltd.

Plot-5, Block – BP, Sector-V, Salt Lake City, Kolkata
700091.

A Govt. of West Bengal Undertaking.

An ISO 9001:2008 Organization.

NIT for AGRISNET-WEST BENGAL

Important Information to Bidders:

1. Project Name: Supply, Installation and Commissioning of Computer Hardware, Software, etc at different offices under Agriculture Department, Government of West Bengal.
2. RFP No: AGRISNET/WTL/ITNS/02 dated 16th November, 2009.
3. Commencement of Sale of Tender Document: From the date of publication of Tender Advertisement.
4. Last Date of Sale of Tender Document: 25. 11. 2009 at 12.00 Hrs.
5. Last Date of Bid Submission: 27.11.2009 at 12.00 Hrs.
6. Opening of Techno Commercial Bid: 27.11.2009 15.00 Hrs.
7. Venue of Submission: Webel Technology Limited, Plot 5, Block BP, Sector 5, Salt Lake, Kolkata 700 091.
8. Cost of Tender Document: RS 5,000.00 (Rupees Five Thousand Only) to be procured from Webel Technology Limited.
9. Earnest Money Deposit: RS 1,00,000.00 (Rupees One Lac Only)

Section I

**GENERAL TERMS &
CONDITION**

Instructions to Bidders

1. DEFINITIONS

In this document, the following terms shall have following respective meanings:

“Acceptance Test Document” means a document, which defines procedures for testing the functioning of installed system. The document will be finalized with the contractor with in 7 days of issuance of the Letter of Award.

“Agreement” means the Agreement to be signed between the successful bidder and WTL including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.

“Bidder” means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom WTL signs the agreement for supply, install, commission and render services for the systems deployed in various offices under Agriculture Department.

“Contract” is used synonymously with Agreement.

“Contract Price” means the price to be paid to the Contractor for providing the Solution, in accordance with the payment terms.

“Contractor” means the Bidder whose bid to perform the Contract has been accepted by WTL and is named as such in the Letter of Award.

“Default Notice” shall mean the written notice of Default of the Agreement issued by one Party to the other.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the WTL and eventually Gov. of W. Bengal of the benefits of free and open competition.

“Good Industry Practice” shall mean the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Operator engaged in the same type of undertaking under the same or similar circumstances.

“Government” / “Gov. of W. Bengal” means the Government of West Bengal.

“GoI” shall stand for the Government of India.

“GoWB” means Government of West Bengal

"Installation" means that the laying down and installation of the Solution in accordance with this Contract.

"Party" means the WTL or the Bidder, as the case may be, and "Parties" means both of them.

"Personnel" means persons hired by the Bidder as employees and assigned to the performance of the Infrastructure Solution or any part thereof.

"Project" means the Supply, Installation and Commissioning of the systems at designated offices under Department of Agriculture, Government of West Bengal.

"Implementation Period" shall mean the period from the date of signing of the Agreement and up to the issuance of Final Acceptance Certificate for the project.

"Services" means the work to be performed by the Bidder pursuant to this Contract, as described in the bid.

"Interest rate" means '364 days Government of India (GoI) Treasury Bills' rate.

"Law" shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Government of West Bengal or any other Government or regulatory authority or political subdivision of government agency.

"LOI" means issuing of Letter of Intent shall constitute the intention of the WTL to place the Purchase Order with the successful bidder.

"Operator" means the company providing the services under Agreement.

"Period of Agreement" means 3 years from the date of Final acceptance of the Project

"Requirements" shall mean and include schedules, details, description, statement of technical data, performance characteristics, standards (Indian as well as International) as applicable and specified in the Contract.

"Site" shall mean the location(s) for which the Contract has been issued and where the service shall be provided as per agreement.

"Service" means provision of Contracted service viz., operation, maintenance and associated services for DEPLOYED SYSTEMS as per Section titled "Scope of Work"

"Termination Notice" means the written notice of termination of the Agreement issued by WTL

NIT for AGRISNET-WEST BENGAL

"Uptime" means the time period when specified services are available with specified technical and service standards as mentioned in section titled "WARRANTY SUPPORT"

"%Uptime" means ratio of 'up time' (in minutes) as mentioned in section titled "Warranty support"

"Service Down Time" (SDT) means the time period when specified services with specified technical and operational requirements as mentioned in section titled "WARRANTY SUPPORT" are not available to Gov. of W. Bengal and its user departments and organizations.

"WTL" means Webel Technology Limited a Gov. of W. Bengal undertaking, appointed as implementing Agency of the AGRISNET Project on behalf of Department of Agriculture, Government of West Bengal, referred to as WTL herein.

2. COST OF BIDDING

The Bidder shall bear all costs associated with the preparation and submission of the Bid, and WTL will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.

3. BID DOCUMENT

Bidder is expected to examine all instructions, forms, terms, and requirements in the bid document. The invitation to Bid together with all its attachments thereto, shall be considered to be read, understood and accepted by the Bidder unless deviations are specifically stated in seriatim by the Bidder. Failure to furnish all information required by the bid document or a Bid not substantially responsive to the bid document in every respect may result in the rejection of the Bid.

4. AMENDMENT OF BID DOCUMENT

At any time before the deadline for submission of bids, WTL for any reason, whether at its own initiative or in response to the clarifications requested by bidders may modify the bid document by amendment thereto.

All bidders who have purchased the bid document will be notified of the amendment, and such modification will be binding on them.

5. Modification and Withdrawal of Bids

The Bidder may modify or withdraw its bid after submission, if written notice of the modification or withdrawal is received by WTL before the deadline prescribed for bid submission.

The Bidder's modification shall be prepared, sealed, marked and dispatched as follows:

The Bidders shall provide an original and one (1) copy of any modifications to its bid, clearly identified as such, in two inner envelopes duly marked "Bid Modifications-Original" and "Bid Modifications-Copies". The inner envelopes shall be sealed in an outer envelop, which shall be duly marked "Bid Modifications".

Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with the RFP.

A Bidder wishing to withdraw its bid shall notify WTL in writing prior to the deadline prescribed for bid submission. A withdrawal notice may be sent by post or by telefax followed by post confirmation postmarked not later than the deadline for submission of bids. The notice of withdrawal shall be addressed to WTL at the

address as mentioned / stated in the documents, bear the tender reference number and the words "BID WITHDRAWAL NOTICE".

Bid Withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the RFP.

Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its EMD, pursuant to this RFP.

6. LANGUAGE OF BID

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and WTL, shall be in English. Supporting documents and printed literature furnished by the bidder may be in any other language provided they are accompanied by an accurate translation of the relevant pages in English. For purposes of interpretation of the bid, the translation shall govern

7. Bidders solution

The bidders are required to study the tentative Bill of Material supplied with this document carefully. While working out the solution the bidder has to work with the broad item specification provided in the tender documents, conforming to the model, make and Part number (where ever provided). While submitting the bid the bidder has to detail out all components, including cable connectors etc, needed to complete the system B.O.M.

The bidder is required quote for each item retaining all major component/ sub system detailed and specified.

As the contractor will be responsible for smooth functioning of system, availability of spares during the tenure of the warranty period, have to be taken care of by the contractor to maintain the guaranteed uptime.

8. Eligible Bidder

The bidder shall meet the following criteria for eligibility: for the project

1. The bidder shall be an Information Technology company or be a subsidiary of an Information Technology company and shall be either an Original Equipment Manufacturer or its Authorized Business Partner in India.
2. The bidder must have been associated with a similar project involving composite turnkey project preferably in West Bengal Government departments. The bidder should have adequately trained manpower and have configured and implemented similar systems.
3. The bidder shall have experience in large project implementation and technology trends.
4. The bidder shall have bank's certificate of solvency of RS 3 Crore.
5. The bidder shall have company registration certificate, registration under Labour Laws Contract Labour (Regulation & Abolition Act) Act, valid sales tax registration certificate and valid service tax registration certificate and shall all licenses required to perform the works mentioned in the Scope of Work.
6. The bidder shall have Quality certification (e.g. ISO 9001).
7. The bidder shall have a minimum annual turnover of Rupees 15 Crore in selling IT solutions products for each of the past three financial years. Copy of Audited balance sheet to accompany the bid for F.Y. 2006-07, 2007-08, 2008-09.
8. The bidder shall have independently executed one single order of at least RS 1 Crore in a Government Department/ PSU situated in the State of West Bengal involving similar systems within last three years. References (contact details, customer completion certificate, customer etc) for the project must be provided.
9. The bidder should have a call centre operational at least between 9 AM to 7 PM on all days of the year. Each registered call would be provided a unique number. All received calls and their resolution details have to be communicated to WTL on a fortnightly basis during the entire period of the contract. For proper evaluation of the bidder's after care infra structure the bidder must include, detailed call handling procedure followed including Automation tools used, call accounting procedure, escalation procedure etc.
10. The Bidder or at least one of its ASP should have presence in strategic location in the districts so that proper response/ resolution time for breakdown calls as mentioned in the Section "warranty support" is consistently adhered to. Bidder should furnish contact details of each of their service location for proper evaluation.

11. The local presence of the bidder in Kolkata is mandatory. In case bidder has no presence in Kolkata, bidder shall furnish an undertaking that an office shall be opened in Kolkata with sufficient personnel and inventory of spares within a month of award of the contract.
12. The Bidder should have adequate qualified and certified professionals, certified/ trained from the Original Equipment Manufacturer (OEM) whose equipment should be quoted.
13. Bidders with experience in supporting/ executing IT projects across the state of West Bengal would be preferred.
14. Bidder should submit an undertaking on Stamp Paper of RS 10.00 that they have never been barred/ blacklisted from participating in tenders in any State Government/ State Government Departments/ GOI/ GOI Departments/ PSU in last three years.
15. Bidder should submit an Undertaking from the OEM whose product they are quoting that the equipments will be delivered within 4 weeks from the date of issuance of order.
16. Bidder should submit an Undertaking from the OEM that spares for the equipments delivered will be available for additional two years after expiry of the warranty period of 3 years.

9. BID SECURITY i.e. EARNEST MONEY DEPOSIT (EMD)

Value of EMD:Rs 1,00,000.00 (Rupees One Lac Only)

The Bidder shall submit EMD / Bid Guarantee amount along with Technical and Commercial Proposal in a separate sealed envelope super-scribed with EMD details.

The proposals without EMD are liable to be rejected. EMD should be submitted under separate cover super scribed with EMD details and may be submitted in the form of a crossed Bank Draft/ Pay Order in favour of 'Webel Technology Limited', payable at Kolkata issued by any Nationalised bank/Scheduled Bank.

10. Conditions For Invocation of EMD:

The EMD may be forfeited:

- If the Bidder withdraws its bid during the period of bid validity specified by the Purchaser.
- If the Bidder does not accept an arithmetical correction in its Bid Price.
- In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the acceptance of Letter of Award

- In the event the contractor fail to deliver and commission the material beyond 30 days of the stipulated delivery period

Unsuccessful Bidder's Bid security shall be returned within sixty (60) days after the expiration of the period of Bid validity prescribed by WTL or decision of Award of contract, which ever is later.

The Successful bidders EMD will be returned after the acceptance of the final delivery of material and initial payment made after deduction of proportionate amount for security deposit

11. FORMS AND FORMATS

Please refer to the Section titled Forms, for the formats in which the information to be provided on Organizational Capability, technical capability, financial capability, and record of accomplishment of bidder. The various inputs for the Techno Commercial as well as Financial Bids are to be submitted in the formats specified

12. Documents to Accompany The Bids

The bid submitted by the bidder shall have the following documents:

1. EMD (Bid Security)

Each bid must accompany a crossed bank draft/ bankers cheque or Bank Guarantee of Rs 1,00,000.00 (Rupees One Lac Only). The instrument must be from a nationalized/ Scheduled bank and be payable to Webel Technology Limited at Kolkata. The validity of the EMD instrument will be initially for 12 months and will have to be extended by the successful bidder so as to cover the time taken for the total delivery to be completed.

2. Organizational Capability

- 2.1 The audited financial statement/ audited annual report of the last three financial years
- 2.2 Company registration certificate
- 2.3 Valid sales tax/VAT registration certificate no.
- 2.4 Valid service tax registration certificate no.
- 2.5 Details of project executed as per eligibility criteria including type of project, type of service, Finance model, project value, customer contact details, project completion certificate, customer satisfaction certificate etc.
- 2.6 Quality certification of the bidder (ISO 9001)

- 2.7 Memorandum and Articles of Association.

3. Techno-commercial

- 3.1 Power of Attorney of Authority for signing the bid.
- 3.2 Bid Letter Form duly filled in.
- 3.3 Clause by clause Compliance statement including all annexure
- 3.4 Services offered shall be strictly as per requirements mentioned in this Bid document. Please spell out any deviations clause-wise in your bid under the heading "Deviation Statement"

- 3.5 Proposed solution with the following details
 - 3.5.1 Unpriced Bill of Materials (BOM)
 - 3.5.2 Documentation & manuals
 - 3.5.3 Post implementation services
 - 3.5.4 Training
 - 3.5.5 Helpdesk facility with details of automation tool.

- 3.6 Original Bid document duly signed on all pages.
- 3.7 Document establishing goods eligibility and conformity to bid document
- 3.8 Bidder to provide additional Information if desired
- 3.9 Manufacturer's Authorisation Certificates for major Products offered (mandatory)

4. Financial

Financial Bid as per forms provided in the relevant section to be submitted in a separate envelope as mentioned in the NIT.

13. Evaluation Procedure

Bid Security

Bidders who have submitted the valid bid security (EMD) as per the format shall be considered for further evaluation. Absence of proper EMD may lead to summary rejection of the bid.

Organizational capability

A detailed organization profile of the bidder outlining their capability in executing complex projects, skills and experience in integrating similar hardware and systems, their financial strength would be evaluated and rated.

Technical

The bid shall also be rated based on the following:

- i) Compliance to the requirement
- ii) Proposed solution
- iii) Proposed Project Management Methodology, approach and time schedule
- iv) Proposal Presentation including the completeness of the technical bid.

Financial

Financial Bids of those who have techno-commercially qualified only shall be opened for further evaluation and would be taken into consideration for overall rating.

WTL reserves the right to

- **Choose the most over all responsive bidder and not necessarily the bidder with lowest Financial Quote.**
- **To delete any line item while placing the order.**
- **To alter the quantity by 20% of the stated quantity.**
- **Split the order between more than one vendor.**

14. Bid Evaluation

The WTL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Before the detailed evaluation, the WTL will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is one:

- (i) That limits in any substantial way the scope, quality, or performance of the Information System;
- (ii) That limits, in any substantial way that is inconsistent with the Bidding Documents, the WTL's rights or the successful Bidder's obligations under the Contract;
- (iii) The acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.
- (iv) That the bidder is in no way contracted for some functionalities (or in knowledge of a possible contract) with the WTL or Government of West Bengal for the same project, from which it can unfairly influence the project. Under such circumstances, the bid would be termed as "not responsive" and be summarily rejected.

If a bid is not substantially responsive, it will be rejected by the WTL and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The WTL's determination of bid responsiveness will be based on the contents of the bid itself and will be final and binding on the bidders.

15. Examination of Techno-Commercial Bids

The technical bids shall be examined for completeness and clarifications, if any, shall be sought for from the respective Bidders in case the same is considered essential. Non conformity to the specifications of goods and services as mentioned in the Technical Section can lead to a bid being considered as “not substantially responsive” and hence be summarily disqualified.

16. Evaluation of Commercial bids

The commercial bids of only the technically qualifying bidders shall be opened for consideration. All technical deviations would be rated and then would be normalized for financial evaluation. The normalizing process would be as follows: Goods and Services that are required but have been left out or are necessary to correct minor deviations of the bid will be added to the total bid price using costs taken from the highest prices from other responsive bids for the same Goods and Services or at prevailing list prices from published web site or documents, whichever is higher.

Commercial bids shall be compared for the complete scope of work as per the Price Proposal Schedule, inclusive of all taxes and duties.

No margin of preference will be granted for any other price component, and Bidders will not be permitted or required to modify the source of any hardware, Software, related equipment, Materials, products, or other Goods, as well as related Services after bid opening.

17. Evaluation Criteria

Techno-Commercial Bids

The evaluation methodology would take into consideration both the Techno Commercial responsiveness as well as the financial response. During the evaluation process, the evaluation committee will assign each desirable/preferred feature a whole number score for the Techno Commercial Bid as defined in the table below:

TECHNICAL SCORE

Any proposal achieving a Total Technical Score (T) less than 75% will be treated as Not Substantially Responsive and will not be considered further .

Evaluation of Commercial bids

Commercial bids of the vendors qualifying in the Techno Commercial bid evaluation will be evaluated and normalized as per norms outlined. The bidder who have qualified in the Techno Commercial bid evaluation and returns the lowest quote after financial bid normalization would normally be awarded the contract subject to Post Qualification. **Networking Items may be evaluated separately.**

18. TECHNO COMMERCIAL BID EVALUATION DETAILS

Description	Maximum Score P
A. Bid Quality	
Organization of the bid	15
Availability of all the supporting statutory commercial documents with initial bid	125
A1 Organizational Profile	30
A2 Financial Profile	100
B Technical Capability	
B1 Support manpower availability	20
B2 Customer support infrastructure	60
B3 Project Management	50
B4 Technical solution	
Desktop Computer	100
Laser Printer	50
UPS	80
Router	50
Switch	20
Software Solution	20
Total	900

19. Post Qualification

The determination will evaluate the Bidder's financial, technical, design, integration, customization, production, management, and support capabilities and will be based on an examination of the documentary evidence of the Bidder's qualifications, as well as other information the WTL deems necessary and appropriate. This determination may include visits or interviews with the Bidder's clients referenced in its bid, site inspections, and any other measures. At the time of post-qualification, the WTL may also carry out tests to determine that the performance or functionality of the Information System offered meets those stated in the Detailed Technical Specification.

20. Award of Contract

An affirmative post-qualification determination will be a prerequisite for award of the Contract to the most overall responsive Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the WTL will proceed to the next lowest evaluated Bidder to make a similar determination of that Bidder's capabilities to perform satisfactorily.

The WTL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive after the final negotiation held with the most responsive bidder, if required. Delivery of locations and exact number of IT implements may vary from the NIT at the time of placement of order.

21. Contract Execution

On receipt of the Letter of Award the contractor should sign the contract with WTL for execution of the project.

All delivery of material will have to be completed with in 4 weeks of the award of the contract and the contractor has to ensure all activities leading to the commissioning of the contract is completed with in 45 days from the date of award.

Subsequent to the award of contract, the contractor will have to arrange for the requisite material as per B.O.M. The material will have to be offered for pre delivery inspection at the contractor's godown in Kolkata to be pre designated by the contractor.

WTL will arrange for pre delivery inspection of the material. In the event the material is not acceptable for what so ever reason the material will have to be replaced by the vendor.

On successful pre delivery inspection the vendor would raise location wise delivery challans on WTL. WTL will in turn provide the necessary documentation based on which the material will have to be delivered and installed at the end customer locations. These WTL documents will have to be duly endorsed by the end customer's representatives as proof of delivery and installation.

On successful installation by the contractor the system will be put through the Acceptance Test Routines. The acceptance Test will be carried out in presence of WTL and end customer representative. The Acceptance test will be carried out as and when all activities relating to a particular location is carried out.

The contractor will raise necessary invoice based on reaching mile stones described in section Titled " Payment Terms".

On successful completion of the Acceptance Test the warranty period count down will start. The warranty service support would have to be provided for 3 years from the date of system acceptance by WTL and end customer.

22. Completion of Contract

Unless otherwise terminated under the provisions of any other relevant clause of the document, contract shall be deemed to have been completed after issuance of successful completion of warranty support for the entire project which would be 3 years from the issuance of the System Acceptance from WTL in accordance with Acceptance Criteria as defined in the scope of work. Acceptance Certificate shall be issued for each Location completed as and when the respective tasks associated with the particular office get completed

23. Time Schedule

The entire work described herein should be completed within 45 days from the date of signing of Contract.

24. Programme of Work

The Contractor shall intimate WTL at least seven (7) days before the commencement of execution of the contract, submit to the purchaser a programme of work giving the estimated date that each part or branch of the work will be commenced and completed.. These programmes shall be subject to approval and/or modification by the purchaser

25. Suspension of Work

WTL shall have power at any time and from time to time by notice to the Contractor, to delay or suspend the progress of the work or any part of the work due to any other adequate reasons and on receipt of such notice, the Contractor shall forthwith suspend further progress of the work until further notice from WTL. The Contractor shall recommence work immediately after receiving a notice to do so from WTL. The whole or any part of the time lost for such delay or suspension shall, if WTL in its absolute discretion thinks fit, but not otherwise, be added to the time allowed for completion.

26. Terms of Payment

Payment for items supplied will be made after 45 days trouble free operation of the commissioned office. All documents relating to delivery of all material at site in good condition including all relevant invoices and SW Licenses accompanied by valid commissioning certificate endorsed by the designated representative of the Agriculture Department, GoWB . should be submitted to WTL immediately on commissioning and deployment of the complete systems.

The payment will be released only after deduction of proportional security deposit and statutory deduction of tax as per prevailing Government orders.

All payment due to the Contractor would be linked to the payment received from the end customer. It would therefore be imperative for the contractor to perform the tasks so that the Department of Agriculture, GoWB can start running the office functions uninterrupted with in the specified period.

27. Liability

In case of a default on Contractor's part or other liability, WTL shall be entitled to recover damages from Contractor. In each such instance, regardless of the basis on which WTL is entitled to claim damages from Contractor (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Contractor shall be liable for no more than:

1. Payments referred to in the Patents and Copyrights section below:
2. Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that caused by Contractor's negligence; and
3. As to any other actual damage arising in any situation involving nonperformance by Contractor pursuant to, or in any way related to, the subject of this Agreement, the charge paid by WTL for the individual Product or Service that is the subject of the claim.

However, the Contractor shall not be liable for:

- (i) For any indirect, consequential loss or damage, lost profits, third party loss or damage to property or loss of or damage to data; and
- (ii) For any direct loss or damage that exceeds the total payments for Contract Price made or expected to be made to the Contractor hereunder.

28. Patents & Copyright

If a third party claims that a product delivered by the Contractor to WTL infringes that party's patent or copyright, the Contractor shall defend WTL against that claim at Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by Contractor, provided that WTL

- (i) Promptly notifies Contractor in writing of the claim
- (ii) Allows Contractor to control, and cooperates with Contractor in the defense and any related settlement negotiations.

Remedies: If such a claim is made or appears likely to be made, WTL would permit Contractor to enable WTL to continue to use the product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, WTL agrees to return the product to Contractor on Contractor's written request. Contractor will then give WTL a credit equal to: for a machine, WTL's net book value (provided WTL has followed generally accepted accounting principles; for a generally available software product produced by Contractor ("Program") the amount paid by WTL or 12 months' charges (whichever is lesser); and for materials, the amount paid by WTL for the materials. These will be Contractor's entire obligation regarding any claims of infringement.

29. Governing Laws

This 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.

The Contractor shall keep himself fully informed of all current national, state and municipal law and ordinances. He shall conduct the work in compliance with all such laws and ordinances. The Contractor, shall, at his own expense, obtain all necessary permits and licenses and pay all fees and taxes required by law.

30. Workmen's Compensation

In every case in which by virtue of the provisions of the workmen's compensation Act, 1923, or any other relevant acts and rules, compensation to a workmen employed by the Contractor, is payable, then this should be done by the Contractor. If WTL is obliged to make any compensation under the said rules and acts, then the amount shall be recovered without prejudice, from the bills and dues of the Contractor. WTL shall not be bound to contest any claim made against the Contractor in respect of workmen's compensation

31. Contractor's Employees

The Contractor shall comply with the provision of all labour legislation including the requirement of the payment of Wages Act, 1936 and the rules framed there under and modifications thereof in respect of men employed by him in carrying out the contract. The contractor must ensure that he complies with the PF, ESI and other statutory regulations for all his deployed employees. The Contractor shall see that all authorized Sub-Contractors under him similarly comply with the above requirements.

32. Safety Measures

The Contractor shall in the course of execution of the work take all necessary precautions for the protection of all persons and property.

The Contractor shall take adequate measures to protect the work and prevent accidents during the construction.

In the event of any accident to any person or persons or damage or injury of any description to any person or property due to failure on the part of the contractor in taking proper precautionary measures the Contractor shall be responsible for and must make good the loss the damage at his own cost to the satisfaction of the Department and employees of the Department shall be indemnified from all claims or liabilities arising therefrom or any expenses incurred on account thereof

33. Equipment

All hardware / software tools & tackles necessary for the work shall have to be procured by the Contractor unless otherwise specified elsewhere in these tender documents. The equipment used by the Contractor for a particular work must be appropriate for the type of work. The Contractor shall maintain the equipment used in the work properly so that they are in good working condition. In no case shall the Contractor use defective or imperfect equipment in the work. The Contractor shall arrange to replace or repair all defective equipment so that the progress of the work is not hampered. No defective equipment should be left at the site of work, and the Department shall not be responsible for any loss or damage to any of these equipments during the course of the execution of the work.

34. Sub-Contractors

The purchaser (WTL) Department does not recognize the existence of Sub-contractors. The Contractor's responsibilities are not transferable.

35. Termination for Default

WTL may without prejudice to any other remedy or right of claim for breach of contract, by giving not less than 30 days written notice of default sent to the Contractor, terminate the Contract in whole or in part

If the Contractor materially fails to render any or all the services within the time period (s) specified in the Contract or any extension thereof granted by WTL in writing and fails to remedy its failure within a period of thirty (30) days after receipt of the default notice from WTL.

If the Contractor in the judgment of WTL has engaged in corrupt or fraudulent practices in competing or in executing the contract

If the project (delivery , commissioning as well as warranty maintenance support) is not carried out according to specification due to deficiency in service as per terms of the contract.

In such case WTL will invoke the amount held back from the contractor as CPG

36. Bankruptcy

If the Contractor becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, WTL shall be at liberty to terminate the engagement forthwith without any notice in writing to the Contractor or to the liquidator or receiver or to any person in whom the Contractor may become vested and without any compensation to give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by WTL.

37. Suspension of Obligations

The obligation stipulated in this specification can only be suspended in the case of any particular item of work, in the event of Force Majeure as defined in Clause 38 or as the result of an agreement between the parties.

In the event of force majeure, neither of the parties may be considered in default of its obligations under the terms of this RFP.

38. Force Majeure

Force Majeure is hereby defined as any cause, which is beyond the control of the Contractor or WTL as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the Contract, such as:

- (a) War, hostilities, or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy, and civil war;
- (b) Rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion, and terrorist acts;
- (c) Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler, or any other act or failure to act of any local state or national government authority;
- (d) Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine, and plague;
- (e) Earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves, or other natural or physical disaster;

If either party is prevented, hindered, or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen (14) days after the occurrence of such

event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered, or delayed.

The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract.

No delay or nonperformance by either party to this Contract caused by the occurrence of any event of Force Majeure shall:

- (a) Constitute a default or breach of the Contract;
 - (b) Give rise to any claim for damages or additional cost or expense occasioned by the delay or nonperformance;
- if, and to the extent that, such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

39. Insurance Taken by Contractor

Appropriate insurance to cover all solution components for the transit period and until the time of its acceptance at the respective site is to be taken by the Contractor. As the contractor will carry the risk for the material in his books during transit, the contractor should arrange insurance for the total system as period from the dispatch till the Acceptance Test is successfully achieved.

Further, the Contractor is to take all required insurance coverages in respect of all its personnel who shall be working on this engagement

40. Handling of Documents/ Confidentiality

As and when required before final acceptance of work or upon termination of the Contract, the documents prepared specifically for this engagement (including originals) shall be handed over to WTL. WTL shall own copyright / on behalf of Agriculture Dept in materials created as the result of the Contractor's performance of services and a license back to use the same shall be granted.

The Contractor shall take all necessary steps to ensure confidential handling of all information developed or acquired by him from WTL / Agriculture Dept under terms of the Contract or in performance thereof.

The employees of the Contractor & his subcontractors who have been associated with the project may, subject to limitations of human memories use the experience and the general knowledge gained by them in the course of performance of this project

41. Warranty

The Contractor will warrant that products supplied under the Contract, are newly made and are free from defects in the design, engineering, and workmanship. The Contractor would be responsible for the upkeep and maintenance of the infrastructure and necessary deliverables under the scope of work during the entire warranty period i.e. 36 months from the date of final acceptance of the system by the customer

The Contractor shall not, without the express prior written consent of WTL, assign to any third party the Contract or any part thereof, or any right, benefit, obligation, or interest therein or there under, except that the Contractor shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.

42. Warranty Support

The equipment supplied will be warranted against bad workmanship and manufacturing defects for 3 years from the date of acceptance of the system whole or part.

Service support for the entire warranty period will be on site and comprehensive (including spares) and free cost for the entire warranty period.

The bidder should have a call centre working from at least 9 AM to 7 PM in Kolkata. The contact details of the call centre must be furnished along with the bid. Any call logged with the service centre must be given a running docket number to the person reporting the call.

The call log as well as resolution details have to be submitted to WTL on a monthly basis not later than 4th instant of every calendar month. **Non receipt of report with in the specified date in any month would be treated as non performance of the service obligation for the previous month and subsequent extension of warranty**

Service Level

The average uptime averaged over each quarter should be as follows:

Category of sites	Up time requirement	Normal Hours of operation**	Response Time Requirement	Maximum Down time permitted per instance
Machines located in and 1 km radius of Writers building	99.0%	24X7	2 hours	4 hours
sites in KMDA area	98.5%	9AM to 8 PM Monday to Saturday	4 hours	24 hours
Other sites	97.0%		16 hours	36 hours

The bidder should locate his service personnel at strategic location so that any call reported is attended with in the response time specified.

If the uptime goes below the prescribed limit in any quarter, the same will be noted. At the scheduled end of the warranty period the total of such deviations will be done and the contractor will have to extend the warranty support by the default time.

At no instance downtime of equipments under warranty at offices like State HQ should exceed more than 4 working hours from the reporting of the fault. Similarly any Category A location should not be down for more than time indicated in the table. In the event down time exceeding the above for more than 3 times in a quarter for any category of site this would be treated as non compliance of the service level.

Failure to meet the service level up time criteria for 2 consecutive quarters may lead to forfeiture of the Security Deposit

The above criteria will however not be applicable in the instance of any force majeure event occurrence. Also any scheduled preventive maintenance planned along with the end customer and/or WTL and informed 48 hours prior to the event in writing will be treated as exception to the above.

43. Performance Bank Guarantee

As a guarantee for timely delivery and commissioning of equipment as well as performance of the warranty support pertaining to proper running of the systems, the contractor will have to submit 10% of the contract value as security in the form of a Bank Guarantee (PBG).

However if there is any adverse report regarding warranty support and services, the validity of the Bank Guarantee may have to be increased so as to cover the additional warranty period as indicated in clause 42.

In the event of repeated failure to meet the service level as mentioned in Clause 42 the PBG may be invoked without any further notice.

44. Contractor's Responsibilities

- The Contractor shall conduct all Contracted activities with due care and diligence, in accordance with the Contract and with the skill and care expected of a competent provider of Infrastructure Solution facility creator, Subsystems, and other related services, or in accordance with best industry practices.
- The Contractor confirms that it has entered into this Contract on the basis of a proper examination of the data relating to the facility provided by WTL and on the basis of information that the Contractor could have obtained from a visual inspection of the site. The Contractor acknowledges that

any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Contract.

- The Contractor shall be responsible for on site delivery, timely provision of all resources, information, and decision making under its control that are necessary to reach a mutually agreed and finalized project within the time schedule specified in section titled “Project Schedule”. The Contractor shall acquire in its name all permits, approvals, and/or licenses from all local, state, or national government authorities or public service undertakings that are necessary for the performance of the Contract.
- All software and other product licenses should be taken in the name of Department of Agriculture, Government of West Bengal and should specifically have provision for updates/ enhancement free of charge for the entire contract period (3 years)
- The Contractor shall comply with all relevant laws in force in India. In particular, the Contractor shall provide and employ only such personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.
- The Contractor assumes primary responsibility for all the testing for the Infrastructure Solution, in accordance with relevant provisions of this RFP.
- To achieve the above deliverables the Contractor on receipt of the contract the would
 - Designate a Project Manager within 7 days from the award of contract The project manager will be the single point of contact for WTL
 - Activate help desk at Kolkata in respect of the current project and intimate Point of contact to Purchaser
 - Submit detailed IMPLEMENTATION PLAN This should also indicate expected dates of the events.
 - Submit a mutually approved Acceptance Test Procedure in consultation with WTL
 - Inspection of prepared site and its confirmation
 - Offering of equipment for pre delivery inspection.
 - Delivery of equipment
 - Installation and commissioning
 - Integration with the Internet feed
 - Coordination with SW vendor for
 - Set up central monitoring facility
 - Final Acceptance of Deployed systems

45. Purchaser’s Responsibilities

WTL shall be responsible for provision of all resources, access, and information, under its control that are necessary during implementation of work relating to this job. The confidentiality of the data being shared shall be maintained.

The following facilities shall be provided for working on the assignment:

- WTL will work with the Agriculture Dept to identify the site needed for installation of equipments
- Once the vendor receives all the scheduled material at their Kolkata warehouse, the vendor should inform WTL its readiness to offer the material for conducting the pre delivery inspection.
- WTL would depute its representatives within 4 working days from the receipt of the intimation from the vendor, to conduct the pre dispatch inspection.
- WTL or its representative will supervise the Installation and Commissioning Test of equipment and services including Partial Acceptance/ Final Acceptance Test as per laid down criteria. The contractor to conduct such tests shall provide all assistance.
- WTL will designate appropriate staff & end user for the training courses, to be given by the Contractor and shall endeavour to make all appropriate logistical arrangements for such training.

WTL will endeavour in conjunction with the local authorities of the Government of West Bengal to provide safe working conditions in and adjoining to its premises and to maintain security and safety of such places.

46. No Waiver of Rights

Neither the inspection by WTL or any of their agents nor any order by WTL for payment of money or any payment for or acceptance of, the whole or any part of the Works by WTL, nor any extension of time, nor any possession taken by WTL shall operate as a waiver of any provision of the Contract, or of any power reserved to WTL, or any right to damages here in provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

47. Grafts, Commissions, Gifts etc

It is the Purchaser's policy to require that Bidders, Suppliers, Contractors, and Consultants under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other Contract with WTL, shall, in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to WTL resulting from any cancellation. WTL shall then be entitled to deduct the amount so payable from any monies otherwise due to the Contractor under the Contract

48. Enforcement of Terms

The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option here in

provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

49. BID FORMS

Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information.

For all other cases, the Bidder shall design a form to hold the required information.

WTL shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms

50. LACK OF INFORMATION TO BIDDER

The Bidder shall be deemed to have carefully examined all contract documents to his entire satisfaction. Any lack of information shall not in any way relieve the Bidder of his responsibility to fulfil his obligation under the Contract. If the bidder has any queries relating to the RFP document, he can send in the queries in the prescribed form provided in the sectioned titled 'Forms'. The queries have to reach the Purchaser 7 working days prior to the last date of bid submission.

No queries outside those thus submitted will be entertained. WTL will respond to the queries latest by 4 working days prior to the to the last date of bid submission. .If the number queries from various parties are large WTL may arrange a pre bid conference and discuss the queries. No bid extension can be granted on account of queries.

51. Validity Of Offer

The proposals shall remain valid for a period of **180 days** after the scheduled date for submission of the 'Technical & Commercial Proposal'. In absence of compliance with the prescribed validity period the bid is liable to be rejected. In exceptional circumstances, the Purchaser may solicit the Bidder's consent for extension of the bid validity period. When the Bidder extends the validity period, the Bidder shall do the same without any modification to the bid proposal.

52. Taxes & Duties

- The prices shall be inclusive of all taxes & levies including service tax. However the rate of Taxes should be indicated separately in the Price Schedule .The Purchaser shall reimburse taxes and levies at actual as applicable at the time of delivery. However, in case the Contractor deployed systemsts to claim differential price for any levies e.g. customs duty, excise duty, the claim will be admissible only if substantiated with actual statutory documentation.
- The Purchaser shall be authorized to deduct any tax as applicable from the Bidder.
- For the purpose of the Contract, it is agreed that the Contract Price specified in Price Schedule, is based on the taxes duties and charges prevailing at the date one (1) day prior to the last date of bid submission date. If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of contract, which was or will be accessed on the Bidder in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from as the case may be.

2.12 SEALING AND MARKING OF BID

Proposal in the form of BID in triplicate are requested for the item(s) in complete accordance with the documents/ attachments as per following guidelines:

Bidder shall submit their bids in THREE PARTS, each in a separate sealed envelope super-scribed with the RFP document number, due date, time, Project name and nature of bid (bid security, Organizational capability, Techno-commercial bid or Financial Bid).

PART-I: The Bid Security.

PART-II: Original and 1 copy of ORGANISATIONAL CAPABILITY BID, complete with all details and Original and 1 copy of TECHNO-COMMERCIAL BID, complete with all technical and commercial details.

Note: Filling up prices in Part II will render the bidder disqualified.

PART-III: Original and 1 copy of FINANCIAL BID with full price details.

The envelopes containing Part-I, Part-II, Part-III of offer shall be enclosed in a larger envelope duly sealed. The Proforma of the format to be used on the envelope is mentioned below.

**PROFORMA OF FORMAT TO BE USED ON THE OUTER ENVELOPE
CONTAINING BID SECURITY, ORGANISATIONAL CAPABILITY, TECHNO-
COMMERCIAL & FINANCIAL BIDS**

DO NOT OPEN – THIS IS A BID

Client : Webel Technology Limited
RFP No :
Project Name :
Due Date :
Time :

From To
<Name of Bidder> Webel Technology Limited
Plot 5 Block BP
<Address> Sector V , Salt Lake
Kolkata – 700 091 .

**PROFORMA OF FORMAT TO BE USED ON EACH OF THE INNER
ENVELOPE CONTAINING BID SECURITY/ ORGANISATIONAL CAPABILITY/
TECHNO-COMMERCIAL/ FINANCIAL BIDS (Mention the appropriate option
on each envelope)**

DO NOT OPEN – THIS IS A BID

Original/ Copy1

**Bid Security/ Organisational Capability Bid/ Techno-commercial Bid/
Financial Bid**

Client : Webel Technology Limited
RFP No :
Project Name :
Due Date :
Time :
From To
<Name of Bidder> Webel Technology Limited
Plot 5 Block BP
<Address> Sector V , Salt Lake
Kolkata – 700 091.

- The outer envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late”.
- If the outer envelope is not sealed and marked as required, the bid will not be accepted.

- The Organisational Capability, Techno-commercial and Financial bids shall be placed in separate sealed envelopes and then placed in outer envelope as explained above.
- If these inner envelopes are not sealed and marked as required, the bid will be rejected.

53. Discrepancies in Bid

- In case of discrepancies in financial (price) bids, the following will be adopted to correct the arithmetical errors for the purpose of evaluation.
- In case of discrepancy between the original & copies of bid, the original bid will be considered correct.
- Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.
 - If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.
 - The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

54. Authorised Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Purchaser or the Bidder may be taken or executed by the officials authorized for the purpose.

55. BID DUE DATE

Bid shall be received by the WTL at the address specified in the Notice Inviting Tender (NIT) not later than the date and time specified in the NIT.

WTL may, as its discretion, on giving reasonable notice by fax, cable or any other written communication to all prospective bidders who have been issued the bid documents, extend the bid due date, in which case all rights and obligations of the WTL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

56. LATE BID

Any bid received by the WTL after the bid due date and time prescribed in NIT is liable to be rejected. It would be the purchaser's sole decision to accept or reject a "Late Bid"

57. OPENING OF BIDS BY WTL

Bids shall be opened in the presence of Bidder's representatives (Maximum 2), who choose to attend. The Bidder's representatives who are present shall sign a register evidencing their attendance and produce necessary authorization.

The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the WTL officer at his/ her discretion, may consider appropriate, shall be announced at the opening.

Immediately after the closing time, the WTL contact person shall open the bid security. The Organizational capability bids of those who have submitted the valid bid security shall then be opened. The Techno-commercial Bid envelopes & Financial Bid envelopes shall be in the custody of a designated officer.

58. CONTACTING WTL

Bidder shall not approach WTL officers after office hour's and/ or out side WTL office premises, from the time of the bid opening till the time the Contract is awarded.

Any effort by a bidder to influence WTL officers in the decisions on bid evaluation, bid comparison or contract award shall result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the Gov of W. Bengal, they shall do so in writing.

59. WTL's RIGHT TO REJECT ANY OR ALL BIDS

WTL reserves the right to reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

Section II

**MATERIAL
REQUIREMENT
&
LOCATION DETAILS**

District Wise Distribution of Hardware**DISTRICT : Cooch behar**

SL NO	NAME OF THE OFFICER	PC	UPS	LASER PRINTER
1	Principal Agricultural Officer	1	1	1
2.	ADO, Cooch behar-II	1	1	1
3	ADO, Tufangang	1	1	1
4	SAO, Dinhata	1	1	1
5	ADO, Dinhata-I	1	1	1
6	ADO, Dinhata-II	1	1	1
7	ADO, Setai	1	1	1
8	SAO, Mathabhanga	1	1	1
9	ADO, Mathabhanga-I	1	1	1
10	ADO, Mathabhanga-II	1	1	1
11	ADO, Sitaikuchi	1	1	1
12	SAO, Mekhligunj	1	1	1
13	ADO, Mekhligunj	1	1	1
14	ADO, Haldibari	1	1	1
15	Soil Testing Laboratory	1	1	1
Cooch Behar District Total		15	15	15

DISTRICT : North 24-Parganas

SL NO	NAME OF THE OFFICER	PC	UPS	LASER PRINTER
1	Principal Agricultural Officer	2	2	2
2	SAO, Barasat-Barrackpur	1	1	1
3	SAO, Bongaon	1	1	1
4	SAO, Basirhat	1	1	1
North 24-PGS District Total		5	5	5

DISTRICT : Howrah

SL NO	NAME OF THE OFFICER	PC	UPS	LASER PRINTER
1	SAO, Howrah Sadar	1	1	1
2	SAO, Uluberia	1	1	1
Howrah District Total :		2	2	2

NIT for AGRISNET-WEST BENGAL

DISTRICT : Birbhum

SL NO	NAME OF THE OFFICER	PC	UPS	LASER PRINTER
1	SAO, Suri	1	1	1
2	ADO, Suri-I	1	1	1
3	ADO, Suri-II	1	1	1
4	ADO, Sainthia	1	1	1
5	ADO, Dubrajpur	1	1	1
6	ADO, Khayrasolej	1	1	1
7	ADO, Rajnagar	1	1	1
8	ADO, Mohammadbazar	1	1	1
9	SAO, Bolpur	1	1	1
10	ADO, Bolpur	1	1	1
11	ADO, Illambazar	1	1	1
12	ADO, Labpur	1	1	1
13	ADO, Nanoor	1	1	1
14	SAO, Rampurhat	1	1	1
15	ADO, Mayureshwar-I	1	1	1
16	ADO, Mayureshwar-II	1	1	1
17	ADO, Rampurhat-I	1	1	1
18	ADO, Rampurhat-II	1	1	1
19	ADO, Nalhati-I	1	1	1
20	ADO, Nalhati-II	1	1	1
21	ADO, Murarai-I	1	1	1
22	ADO, Murarai-II	1	1	1
23	Project Officer (Sugarcane), Ahmedpur	1	1	1
24	Agronomist (Sugarcane), Ahmedpur	1	1	1
Nadia District Total :		24	24	24

NIT for AGRISNET-WEST BENGAL

DISTRICT : Nadia

SL NO	NAME OF THE OFFICER	PC	UPS	LASER PRINTER
1	Principal Agricultural Officer	1	1	1
2	SAO, Krishnanagar South	1	1	1
3	ADO, Krishnanagar-I	1	1	1
4	ADO, Krishnanagar-II	1	1	1
5	ADO, Nabadwip	1	1	1
6	ADO, Chopra	1	1	1
7	ADO, Krishnaganj	1	1	1
8	SAO, Tehatta	1	1	1
9	ADO, Tehatta-I	1	1	1
10	ADO, Tehatta-II	1	1	1
11	ADO, Karimpur	1	1	1
12	ADO, Nakashipara	1	1	1
13	ADO, Kaliganj	1	1	1
14	SAO, Ranaghat	1	1	1
15	ADO, Santipur	1	1	1
16	ADO, Hanskhali	1	1	1
17	ADO, Ranaghat-I	1	1	1
18	ADO, Ranaghat-II	1	1	1
19	ADO, Chakdaha	1	1	1
20	ADO, Haringhata	1	1	1
21	District Seed Farm, Fulia	1	1	1
22	Principal Agricultural Training Centre, Fulia	1	1	1
23	ADO Farm ZARS, Krishnanagar	1	1	1
24	Jute Seed Multiplication Farm, Bhajanghat	1	1	1
25	Project Officer (Sugarcane), Plassey	1	1	1
26	Agri. Training Centre, Fulia	1	1	1
Nadia District Total :		26	26	26

DISTRICT : Paschim Medinipur

SL NO	NAME OF THE OFFICER	PC	UPS	LASER PRINTER
1	Principal Agricultural Officer	1	1	1
2	SAO, Medinipur Sadar (North)	1	1	1
3	ADO, Salboni	1	1	1
4	ADO, Keshpur	1	1	1
5	ADO, Debra	1	1	1
6	ADO, Garbeta-I	1	1	1
7	ADO, Garbeta-II	1	1	1
8	ADO, Garbeta-III	1	1	1
9	SAO, Medinipur Sadar (South)	1	1	1
10	ADO, Kharagpur-I	1	1	1
11	ADO, Kharagpur-II	1	1	1
12	ADO, Sabong	1	1	1
13	ADO, Pingla	1	1	1
14	ADO, Narayangarh	1	1	1
15	ADO, Datan-I	1	1	1
16	ADO, Datan-II	1	1	1
17	ADO, Mohanpur	1	1	1
18	ADO, Keshiary	1	1	1
19	SAO, Jhargram	1	1	1
20	ADO, Jhargram	1	1	1
21	ADO, Nayagram	1	1	1
22	ADO, Sankrail	1	1	1
23	ADO, Jamboni	1	1	1
24	ADO, Binpur-I	1	1	1
25	ADO, Binpur-II	1	1	1
26	ADO, Gopiballavpur-I	1	1	1
27	ADO, Gopiballavpur-II	1	1	1
28	SAO, Ghatal	1	1	1
29	ADO, Daspur-I	1	1	1
30	ADO, Daspur-II	1	1	1

NIT for AGRISNET-WEST BENGAL

31	ADO, Ghatal	1	1	1
32	ADO, Chandrakona-I	1	1	1
33	ADO, Chandrakona-II	1	1	1
34	Potato & Vegetable Farm, Anandapur	1	1	1
35	EB-II, Tuber & Minor Crops Research Station, Anandapur	1	1	1
36	Soil Testing Lab, Abas	1	1	1
37	Pesticide Testing Lab., Abas	1	1	1
38	Fertilizer Testing Lab., Abas	1	1	1
Paschim Medinipur District Total :		38	38	38

Synopsis of IT products to be supplied at different offices

SL NO	NAME OF THE OFFICE	PC	UPS	*LASER PRINTER
1.	COOCHBEHAR DISTRICT	15	15	15
2.	24-PGS NORTH DISTRICT	05	05	05
3.	HOWRAH DISTRICT	02	02	02
4.	BIRBHUM DISTRICT	24	24	24
5.	NADIA DISTRICT	26	26	26
6	PASCHIM MIDNAPUR DISTRICT	38	38	38
7	APPLICATION DEVELOPMENT	7	7	2
	TOTAL	117	117	112

TECHNICAL SPECIFICATION

A. Technical Specification of Desktop PC

Description	Specification
Processor	Multi core processor Min four core within the processor , Processor internal clock frequency 2.66-GHz, 4 MB L2 cache, 1333-MHz Bus Speed
Motherboard	OEM Motherboard
Cache	Onboard 4 MB L2 Advanced Transfer Cache on Processors
Chip set	Q43 Express Chipset
Memory	2GB DDR3 1066-MHz
HDD	320-GB SATA
Optical Drive	SATA Super Multi DVD Writer Drive
Video	Integrated Intel Graphics Media Accelerator
Keyboard	PS/2 Type Windows Keyboard Keyboard should be of same make and color as the base PC
Monitor	18.5" color TFT Monitor. Monitor should be of same make and color as the base PC. Monitor should be FCC, UL & TCO 05/ Higher certified
Bays & Expansion slot	Minimum 5 Bays Minimum 4 x memory Slot Min 2 PCI Slots
LAN	10/100/1000 Ethernet with WOL support with provisions for IPv4 & IPv6
Mouse	PS/2 2 button optical scroll mouse Mouse should be of same make and color as the base PC
Power supply	300-watt power supply with surge protection or OEM
I/O Port	Rear I/O: (4) USB 2.0, (1) standard serial port, (1) optional parallel port, (2) PS/2, (1) RJ-45, (1) VGA, audio in/out , (1) Display Port Front I/O: (2) USB 2.0, headphone and microphone
OS	Windows 7 Professional preinstalled with recovery & license
Other OS certification	Windows & LINUX (SUSE / Redhat) with specific listing on the relevant OEM website
Accessories	Necessary accessories like Power cord etc. Operating documentation / Manuals
Anti Virus Software	Norton/ McAfee/ Quick Heal/ Equivalent Antivirus latest version pre installed with media with 1 full year subscription
Manageability	Software which gives the following functions: 1.Asset Management 2.System Health Management 3.Remote Monitoring 4.OEM's Diagnostic tool for hardware diagnostics
Certifications	For Monitor FCC, UL, TCO 05/ Higher & Microsoft For PC UL/CSA, FCC and Win XP/ Vista/ Win7 certification & Linux (Redhat /SuSe Certification), EPEAT - Gold For OEM ISO 9001 & ISO 14001
Warranty	3 years comprehensive on site warranty

B. Technical Specification of Laser Printer

Description	Specification
Print Speed	20 ppm (A4)
Print Resolution	1200x1200 dpi
Connectivity	USB Connectivity
Certificate	ISO 9001 & 14001 for OEM
Warranty	3 years on site warranty

C: Technical Specification of UPS: 1 KVA

Description	Specification
CAPACITY	1000VA
INPUT	
Nominal Input Voltage	230V AC, 50 Hz Single Phase, 3 Wire
Input Voltage Range	140-290 VAC
Input Frequency	50 Hz+/-5%
OUTPUT	
Nominal Output Voltage	230V AC Single Phase
Output Power	Min 600 Watt
Frequency	50 Hz+/-5%
BATTERY	
Type	Sealed, Lead Acid Maintenance Free
Backup Time	30 Minutes on full load
Recharge Time	6 Hours
PROTECTION	Overload, Short Circuit, Noise and Surge Suppression, Battery Overcharge, Battery Deep Discharge
Certification	Valid ISO 9001 & ISO 14001 Certificate
Service Support	The OEM should have at least 5 own support centre across the state of West Bengal
Warranty	3 years on site

D. Technical Specification of System Software

Software		Qty
1.	Windows 2008 Server Enterprise English OLP NL & CD Media Kit	2
2.	Windows 2008 Server Device CAL (5 users)	5
3.	MS SQL SERVER 2008 – Enterprise – English OLP NL qualified with 5 CAL & CD Media Kit	1
4.	MS VISUAL STUDIO Professional 2008 English OLP NL with CD Media Kit	1

E. Technical Specification of Network Items

ACTIVE COMPONENTS	
Router with AC Power & Indian Power Cord with 2 No Fast Ethernet, 4 HWICs, 2 PVDMS , 1 NME, 2 AIMs, IP Base, 64F/256D, 256 MB DDR DRAM or Higher, 64 MB CF, SMARTNET 8X5XNBD, 2 No V.35 smart to serial interface, Router SDM device manager, Three years on site warranty	1

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24 Port Managed 10/100/1000 Switch with 1000 Base Tx SFP Mini) with SMARTNET 8X5XNBD & Indian Power Cord 3 years on site warranty	2
12 Port Managed 10/100/1000 Switch with 1000 Base Tx SFP Mini with SMARTNET 8X5XNBD & Indian Power Cord 3 years on site warranty	1
PASSIVE COMPONENTS	
UTP Cable (Bundle of 305 Mtrs), CAT6	2
24 Port Patch Panel, CAT6	2
Wire Manager/ Patch Cord Minder Panel, CAT6	2
Information Outlet with SMB	20
UTP Patch Cord 3 Ft	32
UTP Patch Cord 7 Ft	32
In Building laying of UTP CAT6 Cable with PVC Casing and Accessories	500
Supply of duct 15x15 mm	200
Supply of duct 30x25	300
Fixing of duct 15x15 mm	200
Fixing of duct 30x25 mm	300
Installation of Jack Panel & Termination of UTP CAT6 cable on Jack Panel (24 Port)	2
Installation and Termination of Information Outlets (including termination of CAT6 Cable on IO)	20
Testing of laid cable for the nodes	20
19" Rack, Wall Mount 500 mm depth, 9 U height, Front Glass Door (Lockable) with installation	2

LAN to be implemented in the Agriculture Department, Writers' Buildings.

All ICT Equipments should be IPv6 Compatible

BEE STAR rating for equipments drawing power may be mentioned for power conservation.

SECTION III

FORMS & FORMATS

1. Manufacturer's Authorization Form

To
Webel Technology limited
Plot-5, Block-BP, Sector-V
Salt Lake
Kolkata-700 091

Date:

Ref: NIT No:

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

When resold by _____, these products are
subject to our applicable standard end user warranty terms .

We assure you that in the event of _____, not being able to
fulfill its obligation as our Service Provider in respect of our standard Warranty
Terms we would continue to meet our Warranty Terms 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 confirm that the products quoted are on our current product list and are
not likely to be discontinued within 90 days from the day of this letter. We assure
availability of spares for the products for the next five years.

Name _____ In the capacity of _____

Signed _____

Duly authorized to sign the authorization for and on behalf of :

Dated on _____ day of _____

Note: This letter of authority must be on the letterhead of the Manufacturer, must be signed by a person
competent and having the power of attorney to bind the Producer, and must be included by the Bidder in its
bid as specified in the Instructions to Bidders.

2. Bid Letter Form

From:

Bidder's Name and Address:

Contact Person :

Designation :

Telephone No (L/L & Mobile):

Telex/Cable :

Fax :

Tender Reference :

To

Webel Technology Limited

Plot 5, Block BP, Sector V

Salt Lake, Kolkata 700 091

Sub: Bid for supply, installation and commissioning of computer hardware, software, etc at different offices under Agriculture Department, Government of West Bengal.

Dear Sirs,

We the undersigned Bidder, having read and examined in details the specifications and other documents of the subject Tender, do hereby propose to execute the job as per specification as set forth in your Bid Documents.

PRICES AND VALIDITY:

The prices of all IT and other equipments stated in the bid are FIRM during the entire period of job irrespective of date of completion and not subject to any price adjustment as per in line with the Bidding Documents. All prices and other terms and conditions of this proposal are valid for a period of 180 (One Hundred and Eighty) days from the date of opening of the bids (part-1). We further declare that prices stated in our proposal are in accordance with your bidding.

We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipments and other items and confirm that any such taxes , duties and levies additionally payable shall be to our account.

Earnest Money Deposit:

We have enclosed an EMD in the form of Demand Draft for a sum of RS 1,00,000.00 (inner cover 1, part 1)

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Deviations :

We declare that the job shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere in our proposal.

Further we agree that additional conditions, deviations, if any found in the proposal documents other than those stated in our Deviation Schedules, save that pertaining to any rebates offered, shall not be given effect to.

WORK SCHEDULE:

If this proposal is accepted by you, we agree to provide services and complete the entire work in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.

JOB PERFORMANCE GUARANTEE:

We further agree if our proposal is accepted, we shall provide a Performance Bank Guarantee of value, equivalent to ten percent (10%) of the Job Price as stipulated in Bid Document in the form of Bank Guarantee _____ in your favour and enter into.

Dated -----this -----day of -----200

Thanking You
Yours faithfully

(Signature)

Printed Name

(Designation)

(Common Seal)

Date

Place

Name and Address of the Authorized Signatory

3. FORMAT FOR UNPRICED BILL OF MATERIAL

Sr. No.	Material Description	Make	Model	Qty.
01	Desktop PC			
02	Laser Printer			
03	UPS 1 KVA			
04	Software			
05	Router			
06	Switch			
07	UTP Cable (Bundle of 305 Mtrs), CAT6			
08	24 Port Patch Panel, CAT6			
09	Wire Manager/ Patch Cord Minder Panel, CAT6			
10	Information Outlet with SMB			
11	UTP Patch Cord 3 Ft			
12	UTP Patch Cord 7 Ft			
13	19" Rack, Wall Mount 500 mm depth, 9 U height, Front Glass Door (Lockable) with installation			
14	Other items as described in the Technical Spec			

4. Format for Compliance Statement

Line item wise compliance for Detailed Technical Specification for each item occurred should be provided

SI No	ITEM	Make and Model	Complied/ Deviation	Remarks

5. Financial Bid Format

Product Cost Including Delivery Installation Commissioning and Final Testing as well as Warranty support

Sl No	Product & Make	Description	Line Item Qty (Q)	Amount (A)	Tax (t)	Total $T=(A+t)X Q$

The Total amount to be clearly written in words separately

Note:

1. Any corrections/ overwriting in the Financial bid must be countersigned
2. The format to be filled up with type font not less than 10 points
3. Tax %age to be explicitly mentioned in the Remarks column
4. No additional charge for any other account whatsoever needed to complete this project will be admissible

Evaluation Scoring Guidelines

NIT for AGRISNET-WEST BENGAL

Description	Max Score	Details	
A Organization Capacity			
Bid Quality			
Organization of the bid	15	Neatness of the Bid document, typing quality, binding	5
		Presence absence of index/page no	5
		Original bid document signed and stamped	5
Availability of all supporting statutory commercial documents with initial bid			
	125	Power of Attorney	5
		Copy of VAT certificate	5
		Copy of Company registration certificate	5
		Service Tax registration details	5
		Quality certificate details(ISO 9001)	50
		Copies of 3 year balance sheet	5
Proof of Job carried out (Similar job of at least 1 crore in last 3 years) in Govt Dept/ PSU in WB	50		
A1 Organizational Profile			
Presence in State Head Quarters	10	Presence in Kolkata y=10 N=0	
Presence in District Head Qtr			
	20	Presence in < 2 districts	0
		Presence in >=2 but <5 districts	10
		Presence in >= 5 but < 9 districts	15
		Presence in >=9 districts	20
A2 Financial Profile			
Turnover per annum (Of Bidder or Parent Company) as mentioned in eligibility criteria, minimum 15 crores	50	Turnover = 15 Crore	20
		Turnover > 15 Crore	50
Banker's Solvency Certificate	50	Bankers' Solvency Certificate	50

NIT for AGRISNET-WEST BENGAL

B Technical Capability			
B1. Support manpower availability			
Support Engineers	100	Score 20 marks for every 2 qualified engineer details provided	
	50	OEM Certificate of Authorization for Maintenance and Support	
	50	Score 10 marks for every certified professional details for Networking	
B2 Customer support infrastructure			
Call Centre	30	No details of call centre provided	0
		Details of call centre with working during office hours only	20
		Call centre with 24 hours working	30
Customer support management procedure	30	No details of customer support management procedure	0
		Details provided but without proper automation/ escalation details	15
		All details available	30
B3. Project Management			
Experience in executing & managing similar projects (hardware, software, etc). List/ Details of 5 projects in last 3 years to be submitted of min value RS 25 Lac	50	10 points for each completed project with full project details i.e. order, job completion certificate, etc.	
B4. Technical Solution			
Solution offered conforming to RFP			
Desktop Computer	100	Deduction of 10 points for each major deviation	
Laser Printer	50		
UPS	80		
Router	50		
Switch	20		
Software Solution	20		
Total Marks	900		

The evaluation process is at the sole discretion of the Technical Committee. No request, persuasion, canvassing will be entertained.