

WEBEL TECHNOLOGY LIMITED

NOTICE INVITING e-TENDER

Online Tender bid are invited Supply of 700 Nos. of Electronic Cloud Connected Noise Limiters. The West Bengal Pollution Control Board (WBPCB) intends to procure & supply of this 700 Nos. of Electronic Cloud Connected Noise Limiters for distribution to Urban Local Bodies (ULBs) & Police Authorities phase-wise under Government of West Bengal as specified in this tender document.

Reputed manufacturer or authorized System integrator in the tender having sufficient experience and credentials for successful completion of “**Similar Nature**” of work in a Central Government / State Government / Urban Local Bodies/ PSU in India. Bidder must have adequate Service Engineers for providing on-site support & warranty service within the stipulated time.

1.	Tender No. & Date	WTL/PCB/CCNL/22-23/030 dated 22.12.2022
2.	Tender Version No.	1.0
3.	Brief description of Job	Supply of 700 Nos. of Electronic Cloud Connected Noise Limiters for distribution to Urban Local Bodies (ULBs) & Police Authorities phase-wise under Government of West Bengal.
4.	Tender Fee	Rs. 5000.00 (Rupees Five thousand only). The amount to be transferred online through e-tender portal.
5.	Earnest Money Deposit/Bid security	Rs. 135000.00 (Rupees One Lakhs thirty five thousand only). The amount to be transferred online through e-tender portal. MSME exempted.
6.	Date of Downloading	22.12.2022
7.	Pre-Bid Meeting date & time	30.12.2022 at 12.00 Hrs. (On-Line Meeting) <ul style="list-style-type: none">• Pre-Bid meeting will be organizing online platform only. Only queries as per format (Section - K) reaching WTL by 29.12.2022 at 15.00 Hrs. will be taken for decision. Interest bidders are requested to send mail to purchase@wtl.co.in for participation of online pre-bid meeting. Based on request WTL will share meeting id / links for meeting. If there is any change in date and time then will inform.• Only queries as per format (Section - N) reaching WTL by 29.12.2022 at 15.00 Hrs. will be taken for decision.• Queries will be sent to Manager (Purchase) (purchase@wtl.co.in).
8.	Bid Submission Start date & time	06.01.2023 at 14.00 hrs.
9.	Last date & time of EMD & Tender Fee submission	Before Uploading of Tender.
10.	Last date & time of Bid Submission	11.01.2023 at 12.00 Hrs.
11.	Date & time of Technical Bid Opening	13.01.2023 at 12.00 Hrs.
12.	WTL Address	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.

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1. Intending bidder may download the tender documents from the website <https://wbtenders.gov.in> indirectly with the help of Digital Signature Certificate. Necessary Tender fee may be remitted online through e-tender portal in favour of “Webel Technology Limited” and also to be documented through e-filing. Necessary Earnest Money Deposit (EMD) may be remitted online through e-tender portal in favour of “Webel Technology Limited” and also to be documented through e-filing. Alternatively, bidders may submit EMD in the form of Bank Guarantee (BG) as per the Form of Bid Security (Bank Guarantee)
2. Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>
3. Tender documents may be downloaded from website and submission of Techno Commercial Bid and Financial Bid will be done as per Time Schedule stated in Section – C of this Tender Document.
4. The Financial Bid of the prospective Bidder will be considered only if the Techno Commercial Bid of the bidder is found qualified by the Tender Committee. The decision of the ‘Tender Committee’ will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.
5. All clarifications / corrigenda will be published only on the <https://wbtenders.gov.in>.

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SECTION – A

SCOPE OF WORK & RESPONSIBILITY

The West Bengal Pollution Control Board intends to procure & supply 700 Nos. of Electronic Cloud Connected Noise Limiters for distribution to Urban Local Bodies (ULBs) & Police Authorities phase-wise under Government of West Bengal as specified in this tender document. Please see Annexure A, B & C under scope of work and the quantities need to be distributed amongst them.

The details technical specifications of the Electronic Cloud Connected Noise Limiters & its associated requirement are given in the SECTION – H -BILL OF MATERIAL & SECTION – H(A) Detailed TECHNICAL SPECIFICATIONS sections.

The details of the system are as follows:

- The above stated warranty shall remain valid for the period of three years from the date of taking over of the equipment by the West Bengal Pollution Control Board. In case of faulty instrument, if any part of the instrument breakdowns or fails due to faulty of improper design, materials, workmanship, manufacture, fabrications, or installation, or fails to meet the requirements of the Specifications, then post notification to the bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall within the period specified in the notice and with all reasonable speed, shall replace the defective Equipment or improper parts thereof at bidder's expenses. If the bidder, having been notified, fails to remedy the defect(s) within the period specified, WTL may proceed to take such remedial action as may be necessary at Bidder's risk and expense and without prejudice to any other rights which the WTL may have against Bidder under the Contract.
- The instruments supplied under the Contract shall be fully insured as per the existing Law of India against loss or damage incidental to manufacture or acquisition, transportation, storage, shipment, delivery, installation and training. The West Bengal Pollution Control Board shall be named as the beneficiary until satisfactory installation certified by the end user. Copy of the Insurance Policy shall be attached along with the claim bill.
- All the instruments shall be installed and brought into operational condition for use by the end user at the sites designated by the West Bengal Pollution Control Board. Bidder shall make all the necessary and proper adjustments and arrangements in order to install the instruments in adequate conditions for operation.
- All matters omitted from this Clause which may reasonably be incurred to be obviously necessary for the proper installation and operation of the instruments shall be deemed to be included in this installation works, and the bidder shall be held responsible for any errors or defects which the bidder may make due to such omissions thereof. All the installing instruments, tools, materials, labour, logistics and all the other requirements for installation shall be provided by the bidder.
- Upon successful completion of delivery, installation, training and handing over of the instruments at the designated Sites, the bidder shall notify the WTL in writing that all the works under the contract except the obligation of the warranty has been completed.
- In case of faulty or damaged material identified during receipt of the goods, WTL shall promptly notify the bidder in writing for replacement. Upon receipt of such notice, the bidder shall, within a period of 15 days from the date of the notice, replace the defective material thereof at the bidder's expenses. If the bidder, having been notified, fails to replace the defective material within the period specified, WTL may proceed to take such remedial action as may be necessary, at the bidder's risk and expense and without prejudice to any other rights, which WTL may have against the bidder under the Contract. Replacement has to be made within the above stipulated period, otherwise Late Delivery penalty will be imposed @ 0.5% of contract value per week subject to a maximum of 5%.
- Delivery Terms: 60 days
- Payment Terms: Back-to-back
- In case of faulty or damaged material identified during receipt of the goods, the WBPCB & WTL promptly notify the successful bidder in writing for replacement. Upon receipt of such notice, bidder shall, within a period of 15 days from the date of the notice, replace the defective material at their own expenses in all aspects. If bidder, having been notified, fails to replace the defective material within the period specified, WBPCB & WTL may proceed to take such remedial action as may be necessary, at bidder risk and expense and without prejudice to any other rights, which the WBPCB & WTL may have against bidder under the Contract. Replacement has to be made within the above stipulated period, otherwise Late Delivery penalty will be imposed @ 0.5% of contract value per week subject to a maximum of 5%.

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- The bidder shall ensure that the material complies strictly with the Technical Specifications, as mentioned by the bidder, and has no defect, arising from design, materials, or workmanship or from any act or omission of the bidder that may develop under normal use of the supplied material.
- The final payment processing shall be initiated with submission of the claim bill with the following documents submitted to WTL:
 - Received copy of challan duly stamped by the Police Authorities & ULBs.
 - Duly filled in, signed and stamped GOODS RECEIVED CERTIFICATE by end users (Annexure-C).
- Delivery Location & Other Details (ANNEXURE — A): -

Serial No	Police Authority	Number of Noise Limiters to be distributed
1	Kolkata Police Commissionerate	50
2	Asansol-Durgapur Commissionerate	50
3	Barrackpore Commissionerate	50
4	Bidhannagar Commissionerate	50
5	Chandannagar Commissionerate	50
6	Howrah Commissionerate	50
7	Siliguri Commissionerate	50
8	West Bengal Police	200
9	TOTAL	550

- One Noise Limiter per Location as per below list (ANNEXURE — B):

SI#	MUNICIPALITY	SI#	MUNICIPALITY	SI#	MUNICIPALITY
1	Darjeeling	45	Bardhaman	89	Taki
2	Siliguri Municipal Corporation	46	Katwa	90	Titagarh
	Kurseong	47	Kalna	91	Kanchrapara
4	Kalimpong	48	Memari	92	North Barrackpur
5	Jalpaiguri Municipality	49	Guskara	93	Baruipur
6	Maynaguri	50	Dainhat	94	Diamond Harbour
7	Dhupguri	51	Bankura	95	Pujali
8	Mal Municipality	52	Bishnupur	96	Rajpur Sonarpur
9	Alipurduar	53	Sonamukhi	97	Jaynagar Majilpur
10	Ealakata	54	Puruliya	98	Budge Budge
11	Cooch Behar	55	Raghunathpur	99	Maheshtala
12	Dinhata	56	Jhalda	100	Kolkata Municipal Corporation
13	Mathabhanga	57	Krishnanagar	101	Chandemagore Municipal Corporation
14	Mekhlieanj	58	Santipur	102	Hooghli-Chinsurah
15	Tufanganj	59	Nabadwip	103	Serampore
16	Haldibari	60	Kalyani	104	Uttarpara Kotrung
17	Raiganj	61	Chakdaha	105	Rishra
18	Islampur	62	Ranaghat	106	Baidyabati
19	Kalianganj	63	Gayespur	107	Champdani
20	Dalkhola	64	Birnagar	108	Bansberia
21	Balurghat	65	Haringhata	109	Bhadreswar
22	Gangarampur	66	Ashoknagar-Kalyangarh	110	Dankuni
23	Buniadpur	67	Baduria	111	Konnagar

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24	Ens lish Bazar	68	Baranagar	112	Arambag
25	Old Malda	69	Barasat	113	Tarakeswar
26	Dliulian	70	Rarrackpur	114	Howrah Municipal Corporation
27	Jangipur	71	Basirhat	115	Bally
28	Jiaganj-Azimganj	72	Bhatpara	116	Uluberia
29	Berhampur	73	Bidhannagar (MC)	117	Haldia
30	Murshidabad	74	Bongaon	118	Contai
31	Kandi	75	DumDum	119	Tamluk
32	Beldanga	76	Garuliya	120	Panskura
33	Domkal	77	Gobardanga	121	Egra
34	Bolpur	78	Habra	122	Kharagpur
35	Suri	79	Halisahar	123	Medinipur
36	Rampurhat	80	Kamarhati	124	Ghatal
37	Sainthia	81	Khardah	125	Chandrakona
38	Nalhati	82	Madhyamgram	126	Ramjibanpur
39	Dubrajpur	83	Naihati	127	Kshirpai
40	AsansolMuni Corp	84	New Barrackpur	128	Kharar
41	Duigapur Muni Corp	85	North Duin Dunn	129	Jhargram
42	Kulti	86	Panihati		
43	Jamuraia	87	Rajarhat-Gopalpur		
44	Raniganj	88	South Dum Dum		

- All remaining to be delivered to West Bengal Pollution Control Board, Paribesh Bhawan, Saltlake, Kolkata 700106.
- The following good receipt certificate is to be furnished and submitted to WTL for processing of payment and delivery confirmation (ANNEXURE — C).

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SECTION – B

ELIGIBILITY CRITERIA

1. The bidder must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or OPC or Proprietary Firm. Documentary (Certificate of incorporation/Relevant document) evidence to be submitted.
2. The bidder should have their presence in Kolkata with own office. Valid proof should be submitted along with the bid.
3. The bidder should have valid GST Registration Certificate & PAN. Bidder shall have to submit photocopy of the documents.
4. The bidder/OEM shall have executed “Similar Nature” of single order an amount not less than total Rs. 0.5 Cr. in last three financial years and current financial year (considering FY – 2019-20, 2020-21, 2021-22) in Government Department/PSU/Autonomous Govt. Body. References order copy for the project to be provided.
5. Bidder should have local call center number & OEM should have Central Call Center number. Call Center details for Bidder & OEM with number & detailed to be submitted.
6. The bidder should have a total turnover of not less than Rs. 3.00 Cr. covering the last three financial years (considering FY –2019-20, 2020-21, 2021-22)). Bidder shall have to submit Audited Balance Sheet / Audited Accounts / Auditor Certificate in support of their claim. Bidder shall have to submit Audited Balance Sheet / Audited Accounts / Auditor Certificate in support of their claim.
7. Manufacturer’s tender specific authorizations for Noise Limiter must be submitted as per format enclosed (Section – M).
8. The Bidder either SI/OEM must have own Support Service Center in Kolkata and manpower in Kolkata as well as districts (one at North Bengal) so that any call reported is attended within the response time. Details address with contact details for Support Service Center at Kolkata to be submitted.
9. OEM should have Authorized service center/replacement centers in Kolkata to be submitted by respective OEMs.
10. The bidder shall submit Bid Form (Section – E) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.
11. Bidder shall submit NIT Declaration (Section – R) duly signed by the authorized signatory of the company as per the format. Deviation in format may not be accepted.
12. Manufacturer registration certificate: Must be registered as a manufacturer of that product or equivalent in DGTD/SSI/SIA/MSME/Udyam. Valid certificate from the concerned registering authority to be submitted.
13. All OEM authorization should come from Indian based manufacturer/authorized channel partners in India. Manufacturing license issued from GOI/GOI nominated bodies under the control of state to be submitted.
14. The offer should clearly mention make, name of the manufacturer, detailed specifications, detailed literature about the equipment/ circuit diagram/drawing of the mechanism and any other information relevant to the equipment. For any printing error/ mistake in final bid will be the responsibility of the bidder and no correspondence will be entertained by the WTL in future. Product brochure to be submitted.
15. The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal (as per DIT guidance note issued on 26-Dec-2011). Declaration on bidder’s letter head to be submitted.
16. Bidder having MSME Certificate are exempted from submission of EMD amount. Bidder shall have to submit photocopy of the certificate.

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SECTION – C

DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	22.12.2022
2	Documents download/sale start date (Online)	22.12.2022
3	Last Date and time of sending the queries (Offline)	29.12.2022 at 15.00 Hrs.
4	Pre Bid Meeting (On Line)	30.12.2022 at 12.00 Hrs.
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	06.01.2023 at 14.00 hrs.
7	Last Date & time of submission of Earnest Money Deposit & submission of remittance details	Before Uploading of Tender
8	Last Date & time of submission of Tender Fee & submission of remittance details	Before Uploading of Tender
9	Bid Submission closing date & time (On line)	11.01.2023 at 12.00 Hrs.
10	Bid opening date & time for Technical Proposals (On line)	13.01.2023 at 12.00 Hrs..
11	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any	-
12	Date for opening of Financial Bid (Online)	-

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SECTION – D

INSTRUCTION TO BIDDER

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 within 7 days of issuance of the Letter of Award.

“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.

“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 Tender Committee 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.

“Installation” shall mean installation of supplied of 700 Nos. of Electronic Cloud Connected Noise Limiters for distribution to Urban Local Bodies (ULBs) & Police Authorities phase-wise under Government of West Bengal.

“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 noncompetitive levels and to deprive the Calcutta High Court 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

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

“Similar Nature of Work” means Supply of Electronic Cloud Connected Noise Limiters.

“Project” Supply of 700 Nos. of Electronic Cloud Connected Noise Limiters for distribution to Urban Local Bodies (ULBs) & Police Authorities phase-wise under Government of West Bengal.

“Services” means the work to be performed by the Bidder pursuant to this Contract, as described in the detailed Scope of Work.

“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.

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“**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.

“**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.

“**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.

“**WBPCB**” or “**The Board**” Or “**Owner**” means the West Bengal Pollution Control Board (WBPCB), India, having its office at Paribesh Bhawan, 10A, Block LA, Sector III, Kolkata - 700106. Webel Technology Limited (WTL) is the executing agency of the Project.

“**WTL**” means Webel Technology Limited a Govt. of West Bengal undertaking.

2. PRE BID MEETING

Pre Bid Meeting will be held on 30.12.2022 at 12.00 Hrs. (**On-Line Meeting**). Bidder can send their queries as per format (Section – N) to Manager (Purchase) (purchase@wtl.co.in). Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. Interest bidders are requested to send mail to (purchase@wtl.co.in) for participation of online pre-bid meeting Based on request WTL will share meeting id / links for meeting. If there is any change in date and time then will inform.

3. COST OF BIDDING

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

4. BID DOCUMENT

Bidder is expected to examine all instructions, forms, terms and requirement in the bid document. The invitation to bid together with all its attachment thereto shall be considered to be read, understood and accepted by the bidder unless deviations are specifically stated in the 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 of the bid.

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, WTL reserves the right to add/modify/delete any portion of this document by issuance of an Corrigendum, which would be published on the website and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. MODIFICATION AND WITHDRAWAL OF BIDS

As per the bidding process available in the tender. The bidder cannot modify or withdraw its bid after submission.

7. LANGUAGE OF BID & CORRESPONDENCE

The proposal will be prepared by the Bidder 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 & WTL will be in English language only. The correspondence by fax/E-mail must be subsequently confirmed by a duly signed formal copy.

8. BIDDER'S SOLUTION

The bidders are requested to study the Bill of Material supplied with this document carefully. While working out the solution the bidder has to work with the broad minimum specification provided in the tender documents, conforming to the model, make and Part number (wherever provided). While submitting the bid the bidder has to detail out all components needed to complete the system BOM. The bidder is required quote for each item retaining all major components/sub system detailed and specified. As the contractor will be responsible for smooth functioning of the system, availability of spares during the tenure of the warranty period have to be take care by the contractor to maintain the guaranteed uptime.

9. EARNEST MONEY DEPOSIT (EMD) / TENDER FEE

The bidder shall make the payment of Tender Fees and Earnest Money Deposit through tender e-Portal. EMD is exempted for MSME Certified bidders.

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10. REFUND OF EMD

EMD will be refunded to the unsuccessful bidders without interest by following guidelines of circular 3975-F(Y) dated 28/07/2016 on final selection of Successful Bidders.

11. FORFEITURE OF EMD

EMD made by Bidder may be forfeited under the following conditions:

If Bidder withdraws the proposal before the expiry of validity period.

During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process, the decision of WTL regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.

If Bidder violates any of the provisions of the terms and conditions of the proposal.

In the case of a successful Bidder, if Bidder fails to:

- a) Accept the work order along with the terms and conditions.
- b) Furnish performance security.
- c) Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
- d) Submitting false/misleading information/declaration/documents/proof/etc.

The decision of WTL regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Bidder will be deferred from participating in any job for a period of one year.

12. FORMS AND FORMATS

The various inputs for the Techno Commercial as Financial Bids are to be submitted in the format specified. The bidder shall use the form, wherever specified, to provide relevant information. If 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.

13. LACK OF INFORMATION TO BIDDER

The bidder shall be deemed to have carefully examined the Bid document to his entire satisfaction. Any lack of information shall not relieve the bidder of his responsibility to fulfill his obligation under the bid. If bidder has any queries relating to bid document, then he can send the queries before the Pre-Bid Meeting.

14. CONTRACT EXECUTION

On receipt of the Letter of Award the contractor should submit a Performance Bank Guarantee (PBG) equivalent to 3% (three) of the total contract value within three weeks from the date of receipt of Letter of Award/Order. The PBG should be valid for six months more than the warranty period.

15. TIME SCHEDULE FOR DELIVERY & INSTALLATION

The work should be completed within 60 days from date of Letter of Intent.

- A) Receipted copy of challan duly stamped by the Police Authorities, ULBs- the end consumers
- B) Duly filled in, signed and stamped GOODS RECEIVED CERTIFICATE by end users (Annexure-C).

16. LIQUIDATED DAMAGE / PENALTY

The job includes the Annual Maintenance support of the materials as mentioned in the tender document. In the event of failure to meet the SLA in stipulated date / time liquidated damage may be imposed as per the penalty clause under SLA (Section - Q) subject to a ceiling of 10% of the total contract value (excluding all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, WTL reserves the right to terminate the contract and WTL will get the job completed by any other competent party. The difference of cost incurred by WTL will be recovered from the contractor and PBG will be invoked.

17. LIABILITY

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

- Payment referred to in the Patents and Copyrights clause.
- Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the Contractor's negligence.
- As to any other actual damage arising in any situation involving non-performance 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

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- For any indirect, consequential loss or damage, lost profits, third party loss or damage to property or loss of or damage to data.
- For any direct loss or damage that exceeds the total payment for Contract Price made or expected to be made to the Contractor hereunder.

18. 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 the Contractor, provided that WTL.

- Promptly notifies Contractor in writing of the claim
- Allows Contractor to control and co-operate 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 claim of infringement.

19. SUSPENSION OF WORK

WTL shall have the 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.

20. TERMS OF PAYMENT

Payment Term will be on back-to-back basis, i.e., payment will be made only on receipt of payment from relevant customer, i.e., WBPCB. Payment will be made 80% against delivery & 20% against installation provided we get the same from the end customer.

21. GOVERNING LAWS

This contract should be governed by and interpreted by Arbitration clause in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract. The selected vendor shall keep himself fully informed of all current national, state and municipal law and ordinances. The selected vendor shall at their own expense, obtain all necessary permits and license and pay all fees and taxes required by law. These will be selected vendor's entire obligation regarding any claim of infringement. The selected vendor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required. The selected vendor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

22. CORRUPT OR FRAUDULENT

The Tender Committee requires that the bidders under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. For this purpose, the definition of corrupt and fraudulent practices will follow the provisions of the relevant laws in force. The Tender Committee will reject a proposal for award if it detects that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question. The Tender Committee will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

23. BIDDING CLAUSE

All decisions taken by the Tender Committee regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

The Tender Committee reserves the right:

- To vary, modify, revise, amend or change any of the terms and conditions mentioned above and,
- To reject any or all the Tender/s without assigning any reason whatsoever thereof or 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.

24. WORKMEN'S COMPENSATION

In every case in which by virtue of the provision 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.

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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 due of the Contractor. WTL shall not be bound to contest any claim made against the Contractor in respect of workmen's compensation.

25. CONTRACTOR'S EMPLOYEES

The Contractor shall comply with the provision of all labour legislation including the requirement of the payment of Wage 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 PF, ESI regulation for all his deployed employees. The Contractor shall see that all authorized Sub Contractors under him similarly complied with the above requirement.

26. SAFETY MEASURES

The Contractor shall in the course of execution of the work take all necessary precaution for the protection of all persons and property. The Contractor shall take adequate measures to protect the work and prevent accident during the work. 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 there from or any expenses incurred on account thereof.

27. EQUIPMENT

All 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 on 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.

28. SUB-CONTRACT

The purchaser (WTL) does not recognize the existence of Sub-Contractors. The Contractor's responsibility is not transferable. No consortium partner is allowed.

29. 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 order in whole or in part. If the contractor materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by WTL in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from WTL. 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 PBG.

30. 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.

31. FORCE MAJEURE

It 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

- War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.
- Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.
- 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.
- Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.

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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 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 upto its or their performance of the Contract and to fulfill its or their obligation 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.

- Constitute a default or breach of the contract.
- Give rise to any claim for damages or additional cost or expense occurred 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.

32. INSURANCE COVERAGE

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 Acceptance Test is successfully achieved. Further the contractor is to take all required insurance coverage in respect of all its personnel who shall be working on this engagement.

33. SUPPORT

Refer Section – A (Scope of Work & Responsibility)

34. WARRANTY

Refer Section – H(A).

35. WARRANTY SUPPORT

Refer Section – H(A)

36. SLA AGREEMENT

As per Section – Q

37. PERFORMANCE BANK GUARANTEE (PBG)

As a guarantee for timely delivery, installation and commissioning of equipment as well as performance of on-site warranty support, as mentioned in Bill of Material, from the date of final acceptance of systems and pertaining to proper running of the systems, the bidder will have to submit 3% of the contract value as security in the form of Performance Bank Guarantee from any nationalized bank as per format enclosed (Section – Q).

38. SI/BIDDER/CONTRACTOR'S RESPONSIBILITIES

Refer Section – A (Scope of Work & Responsibility)

39. 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 subsequent breach.

40. 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 contract.

41. ENFORCEMENT OF TERMS

The failure of either party to enforce at any time any of the provision 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 to 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.

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42. PERIOD OF VALIDITY OF OFFER

For the purpose of placing the order, the proposals shall remain valid till 180 days. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, WTL may ask for extension of the period of validity and such a request shall be binding on Bidders. WTL's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

43. TAXES & DUTIES

- The prices shall be inclusive of all taxes & levies including GST and other statutory duties as applicable. Rate of taxes should be indicated separately in the Price Bid.
- Contract Price specified in Price Bid should be based on the taxes & duties and charges prevailing at the date one day prior to the last date of Bid submission.
- Statutory deduction, wherever applicable, shall be made from invoice as per government rules. Necessary certificate will be issued for such deductions.
- Bidder submitting a bid shall produce valid statutory documents / certificates with respect to GST, Income Tax, ROC, Prof. Tax, Trade License, etc. All such documents / certificates shall remain valid on the last date of tender submission.
- In case of inter-state transaction, WTL will provide "Waybill". However, statutory charges, if any will be borne by the bidder.
- GST component of the invoice of the bidder may be kept on hold in case there is any mismatch / irregularity in GST return filing on the part of the bidder.

44. DISCREPANCIES IN BID

- 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 then the unit rate shall be regarded as firm.
- Discrepancy in totaling or carry forward in the amount quoted by the bidder shall be corrected.

45. BID DUE DATE

The online tender has to be submitted not later than the due date and time specified in the Important Dates Sheet. WTL may at its discretion on giving reasonable notice by fax, 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.

46. LATE BID

Any proposal received by WTL after the deadline for submission of proposals may not be accepted.

47. OPENING OF BID BY WTL

Bids shall be opened and downloaded electronically through operation of the process in the e-Tender portal in presence of Tender Committee. Bidders interested to remain present during electronic bid opening may attend the bid opening session at WTL premises at scheduled date & time.

48. CONTACTING WTL

Bidder shall not approach WTL officers beyond office hours and/or outside WTL office premises from the time of the Bid opening to the time of finalization of successful bidder. Any effort by bidder to influence WTL office in the decision on Bid evaluation, Bid comparison or finalization may result in rejection of the Bidder's offer. If the bidder wishes to bring additional information to the notice of WTL, it should be in writing following the procedure mentioned hereinabove.

49. 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.

50. BID CURRENCIES

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

51. PRICE

- Price should be quoted in the Price Bid format only. No deviation in any form in the Price Bid sheet is acceptable.
- Price quoted should be firm, inclusive of packing, forwarding, insurance and freight charges.
- Percentage/specified amount of taxes & duties should be clearly mentioned otherwise WTL reserves the right to reject such vague offer.
- Price to be quoted inclusive of supply, installation & commissioning charges.

52. CANVASSING

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Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any bidder doing so will render him liable to penalties, which may include removal of this name from the register of approved Contractors.

53. NON-TRANSFERABILITY OF TENDER

This tender document is not transferable.

54. FORMATS AND SIGNING OF BID

The original and all copies of the proposals shall be neatly typed and shall be signed by an authorized signatory(ies) on behalf of the Bidder. The authorization shall be provided by written Power of Attorney accompanying the proposal. All pages of the proposal, except for un-amended printed literature, shall be initialed by the person or persons signing the proposal. 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.

55. WITHDRAWAL OF BID

Bid cannot be withdrawn during the interval between their submission and expiry of Bid's validity period. Fresh Bid may be called from eligible bidders for any additional item(s) of work not mentioned herein, if so required.

56. INTERPRETATION OF DOCUMENTS

If any bidder should find discrepancies or omission in the specifications or other tender documents, or if he should be in doubt as to the true meaning of any part thereof, he shall make a written request to the tender inviting authority for correction/clarification or interpretation or can put in a separate sheet along with his technical bid document.

57. SPLITTING OF THE CONTRACT AND CURTAILMENT OF WORK

WTL reserve the right to split up and distribute the work among the successful bidders and to curtail any item of work in the schedule partly or fully.

58. PREPARATION OF TENDER

Tender shall be submitted in accordance with the following instructions:

- a) Tenders shall be submitted in the prescribed forms. Digital signatures shall be used. Where there is conflict between the words and the figures, the words shall govern.
- b) All notations must be in ink or type written. No erasing or overwriting will be permitted. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto and must be initialed in ink by the person or persons signing the tender.
- c) Tenders shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No written, oral, telegraphic or telephonic proposals for modifications will be acceptable.
- d) Tenders shall be uploaded as notified on or before the date and time set for the opening of tenders in the Notice Inviting Tenders.
- e) Tenders subject to any conditions or stipulations imposed by the bidder are liable to be rejected.
- f) Each and every page of the tender document must be signed with company seal by the bidder.
- g) 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.

59. PRE-DISPATCH INSTRUCTION

All materials / equipments supplied against the order shall be subjected to Inspection, check and /or test by the authorized representative from WTL.

60. FINAL INSPECTION

Final inspection will be carried by the authorized representative from WTL.

61. SITE INSPECTION

Bidder can inspect (at their own cost) the sites if required, for which they have to take necessary permission from WTL in writing. WTL will take at least four days to organize such permission.

62. ERASURES OR ALTERNATIONS

The offers with overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript ions is not only signed by the authorized signatory of the bidder. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Customer may treat offers not adhering to these guidelines as unacceptable. The Customer may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This shall be binding on all bidders and the Tender Committee reserves the right for such waivers.

63. COMPLIANCE WITH LAW

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The contractor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required. The contractor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

64. CLARIFICATION OF BIDS

During evaluation of the bids, the Customer/Tender Committee, at its discretion may ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing (fax/email) and no change in the substance of the bid shall seek offered or permitted.

65. QUALITY CONTROL

- The contractor is obliged to work closely with WTL and/or Concerned Official, act within its authority and abide by directive issued by them on implementation activities.
- The contractor will abide by the safety measures and free WTL and Concerned Official from all demands or responsibilities arising from accident/loss of life, the cause of which is due to their negligence. The bidder will pay all indemnities arising from such incidents and will not hold WTL and competent authority responsible.
- The contractor will treat as confidential all data and information about the system, obtained in the execution of its responsibilities in strict confidence and will not reveal such information to any party without the prior written approval of WTL/ Concerned Official.
- WTL reserves the right to inspect all phases of contractor's operation to ensure conformity to the specifications. WTL shall have engineers, inspectors or other duly authorized representatives made known to the contractor, present during the progress of the work and such representatives shall have free access to the work at all times. The presence or absence of representatives of WTL does not relieve the contractor of the responsibility for quality control in all phases.

66. SITE NOT READY

The bidder shall not be in any manner liable for any delay arising out of respective location inability to make the site ready within the stipulated period.

67. GENERAL TERMS

1. All the pages of the bid document including documents submitted therein must be duly signed and stamped failing which the offer shall be liable to be rejected.
2. All the documents to be submitted by the bidder along with their offer should be duly authenticated by the person signing the offer and if at any point of time during procurement process or subsequently it is detected that documents submitted are forged/tampered/manipulated in any way, the total responsibility lies with the bidder and WTL reserves the full right to take action as may be deemed fit including rejection of the offer and such case is to be kept recorded for any future dealing with them.
3. No Technical/Commercial clarification will be entertained after opening of the tender.
4. Overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript is not only signed by the authorized signatory of the bidder. All overwriting should be separately written and signed by the authorized signatory of the bidder.
5. Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. WTL reserve the right to increase or decrease the quantity specified in the tender.
6. WTL reserve the right to reject or accept or withdraw the tender in full or part as the case may be without assigning the reasons thereof. No dispute of any kind can be raised the right of buyer in any court of law or elsewhere.
7. WTL reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
8. Supporting technical brochures / catalogues indicating each feature in respect of offered model and make must be submitted along with the offer, in absence of which the offer is liable to be ignored.
9. No dispute by the bidders in regard to Technical/Commercial points will be entertained by WTL and decision taken by the Tender Committee will be final.
10. Discrepancy in the amount quoted by the bidder due to calculation mistake, the unit rate shall be regarded as firm and the totaling or carry in the amount quoted by the bidder shall be corrected accordingly.
11. The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
12. The acceptance of the tender will rest with the accepting authority who is not bound to accept the lowest or any tender and reserves the right to reject in part or in full any or all tender(s) received and to split up the work among participants without assigning any reason thereof.
13. The customer/WTL at its discretion may extend the deadline for the submission of Bids.
14. The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

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SECTION – E

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 in original)

To
Webel Technology Limited
Plot – 5, Block – BP, Sector – V,
Salt Lake City,
Kolkata – 700091.

Sub: Supply of 700 Nos. of Electronic Cloud Connected Noise Limiters for distribution to Urban Local Bodies (ULBs) & Police Authorities phase-wise under Government of West Bengal.

Dear Sir,

1. We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. WTL/PCB/CCNL/22-23/030 dated 22.12.2022, do hereby propose to execute the job as per specification as set forth in your Bid documents.
2. The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.
3. 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.
4. Earnest Money Deposit/Tender Fee: We have transferred the Tender Fee & EMD amount online through e-Tender portal / MSME Certificate for exemption of EMD.
5. We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.
6. 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.
7. We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to three percent (3%) of the Order value as stipulated in Financial Bid (BOQ).
8. We agree that WTL reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, thisday of2023

Thanking you, we remain,

WEBEL TECHNOLOGY LIMITED

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

Signature & Authorized Verified by

.....
Signature

.....
Name in full

.....
Designation

.....
Company Stamp

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SECTION – F

TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT

1. EVALUATION PROCEDURE

- I. The Eligibility Criteria (Section - B) will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- II. The Tender Committee would evaluate the Techno Commercial Evaluation. In order to facilitate the evaluation, the marking scheme presented is an indication of the relative importance of the evaluation. Bidders securing a minimum of 70% marks in the Techno Commercial Evaluation for qualifying technical evaluation.
- III. Bidders after qualifying in Techno Commercial Evaluation will only be considers for Financial Bid Evaluation.

2. Technical Evaluation:

The minimum qualification criteria for technical evaluation and progression to commercial evaluation stage shall be minimum 70% (70 marks) of the overall (total) Technical Score. The evaluation shall be carried out based on the following criteria:

Sl. No.	Technical Evaluation Criteria	Points
1	Company's Financial Profile	10
1.1	The SI/OEM should have a total turnover of not less than Rs. 3.00 Cr. covering the last three financial years (considering FY –2019-20, 2020-21, 2021-22) from the business area of IT ITES/IOT/Noise Monitoring or Equivalent projects. <ul style="list-style-type: none">• Above Rs 5 Cr (Marks -10)• ≥ Rs 4 Cr and < Rs 5 Cr (Marks- 7)• ≥ Rs 3 Cr and < Rs 4 Cr (Marks- 5)	10
2	Relevant Experience	30
2.1	The SI/OEM should have - 1. Has completed at least 3 similar projects each value lot less than Rs. 50 lakhs in the last 5 Years AND 2. Completed/Ongoing minimum 2 Similar projects, project cost of each project should not be less than Rs. 1 Cr. in last five year prior to bid due date OR 2. Completed/Ongoing minimum 1 Similar project, project cost of each project should not be less than Rs. 2 Cr. in last five year prior to bid due date Similar Project: Supply or Design, Implementation, Testing, and commissioning project of the IoT/Sensor/Analyzer based/NOISE MONITORING/NOISE LIMITER/ Environmental Monitoring system along with various analyzing equipment's and setting up of online centralized information management system related projects for Central Government / State Government / Urban Local Bodies/ PSU in India/.	20
2.2	The SI/OEM should have any IoT/Sensor intervention related project in water Supply system or Environmental Monitoring System for Central Government / State Government / Urban Local Bodies/ PSU in India/. Also, should have an IoT platform which has been deployed at any Central Government / State Government / Urban Local Bodies/ PSU in India in the last 5 years with capacity to handle at least 10K IIoT End points with report engine, analytics engine, cloud connectivity and IoT device management. One Project – 2.5 Marks for each project (Maximum 5 Marks) Note: - project should be mutually exclusive to that mentioned in 2.1	10
3	Technical Specifications of Product	60
3.1	The quoted Noise Limiter having the following technical specification:	10

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	<ul style="list-style-type: none"> Should not have limitation on the power (wattage) of the sound amplifier being used. The system is to be used across large sound system deployments as well = 10 Marks (Note: Demo should be shown during Technical Presentations for substantiate the claim)	
3.2	The quoted Noise Limiter having the following technical specification: <ul style="list-style-type: none"> GSM/GPRS/LTE Chip for remote connectivity and reporting = 10 Marks (Note: Demo should be shown during Technical Presentations for substantiate the claim)	10
3.3	The quoted Noise Limiter having the following technical specification: <ul style="list-style-type: none"> The system should have the capability to connect via Bluetooth onto the its Mobile application of the administrator for immediate download of present and historical data of past 24 hours = 10 Marks (Note: Demo should be shown during Technical Presentations for substantiate the claim)	10
3.4	The quoted Noise Limiter having the following technical specification: <ul style="list-style-type: none"> Should support Over The Air Firmware Upgrade and Remote Maintenance. Should be able to remotely change control threshold limits in case of change without needing any physical transformation = 10 Marks (Note: Demo should be shown during Technical Presentations for substantiate the claim)	10
4	Technical Presentation: Proposed Solutions/Resources, Approach and Methodology. Apart Demo of the Product is to be thoroughly shown to substantiate claims of all mentioned features apart from the test quality feature to be supported by test files. (Depending on the quality and comprehensiveness of the required sub – items mentioned below, the committee shall award marks)	20
	TOTAL	100

Note: The bidder must mention the make & model of the quoted product to substantiate the claim along with the relevant certificate & other details if any as mentioned in the above table.

Bidder who meets the minimum pre-qualification criteria and minimum qualifying marks as specified in this tender shall be called for technical presentation online or offline mode (maximum duration of 30 minutes) with respect to above technical evaluation criteria during Technical Bid Evaluation. Date, Time and Venue/web meeting Link for the Technical Presentation will be informed later to qualified bidders. The proposed Solution, Approach methodology, technical specifications relevant documents as applicable submitted through the BID by the respective bidders should be in sync or more with the Presentation, otherwise the Bidder is liable to lose marks in the Technical evaluation phase. Authority reserves right to enquire bidder's customer where such a similar project execution has taken place.

3.FINAL EVALUATION

Financial bid of the qualified bidders shall be downloaded on the scheduled date & time in the presence of the Tender Committee.

Final evaluation will be done among the short-listed bidders (As per Section-F, Sl. no. 2) in accordance with QCBS basis.

4.AWARDING OF CONTRACT

- Financial bids will be evaluated only for the technically qualified bidders after fulfillment of Eligibility Criteria in Section B & as mentioned Technical Evaluation Section-F. Technically & Financially qualified bidders will be selected under QCBS criteria 70:30.
- Criteria for Evaluation of Financial bid: The Financial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria explained below.
The lowest evaluated Financial bid (Fm) will be given the maximum financial score of 100 points. The financial scores (F) of the other Financial bids will be computed as per the formula for determining the financial scores given below:

$$F = 100 \times (F_m / F_b)$$
 Where,
 Fb =Evaluated amount of financial quote by the particular bidder.
 Fm = Lowest evaluated amount of financial quote by the bidders.

- Total Score Calculation:

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In deciding the final selection of the bidder, the technically qualified bid will be given a weightage of 70% on the basis of criteria for evaluation. The price bids of only those bidders which qualify technically will be opened. The bid with the lowest cost will be given a financial score of 100 and the other bid given financial scores that are inversely proportional to their prices. The financial bid shall be allocated a weightage of 30%. For working out the combined score, the WTL will use the following formula:

Total points: $(0.7 \times \text{Technical Score}) + (0.3 \times \text{Financial Score})$

The bids will be ranked in terms of total points scored. The bid with the highest total points (H1) will be considered for award of contract.

The Evaluation Committee will correct any computation errors, in case of discrepancy.

Negotiations:

Normally there will be no post tender opening negotiations and it would be only on exceptional circumstances, if considered necessary. This shall be held only with the bidder which is evaluated as H1 bidder after combined evaluation of the Technical and Financial bids, as indicated above. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the Agency.

4. Bidders with the highest score may be awarded the project by issuance of a work order. WTL, however reserves the right to reject any or all bids or not to award the work or to award work to more than one bidder.
5. The terms and conditions of the work will be according to this document or any later amendment to it.
6. WTL may modify the scope of work/other details as applicable & if any which will be issued as amendment.
7. In case of any dispute, the decision of the Competent Authority, WTL shall be final.

The successful bidder (s) will have to give security deposit in the form of Performance Bank Guarantee.

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SECTION – G

GUIDANCE FOR E-TENDERING

Instructions / Guidelines for electronic submission of the tenders have been annexed for assisting the Bidders to participate in e-Tendering.

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://wbtenders.gov.in>. The Bidder is to click on the link for e-Tendering site as given on the web portal.

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 above. DSC is given as a USB e-Token.

The Bidder can search & download N.I.T. & BOQ electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

Participation in more than one work:

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

Submission of Tenders:

Tenders are to be submitted through online to the website stated above in two folders at a time, one in Techno Commercial 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)

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

Techno Commercial Cover:

Technical Document 1 (scanned & join in pdf format then upload)

1. Bid Form as per format (Section – E)
2. Undertaking Letter of Bidder (Section – S)
3. Undertaking Letter of OEM (Section – T)

Technical Document 2 (scanned & join in pdf format then upload)

1. NIT Declaration duly stamped & signed in letter head of bidder (Section – R)
2. MSME Certificate

Technical Compliance (scanned & joins in pdf format then upload)

1. Manufacturer Authorization Form (Section – M)
2. Deviation Schedule (Section – U)
3. Goods Received Certificate (Annexure – C)

Financial Cover:

BOQ will be downloaded and same will be uploaded with quoted rates. While uploading BOQ file name shall remain unchanged. Absence of this document shall lead to summary rejection of the bid.

NON-STATUTORY COVER (MY SPACE) CONTAIN FOLLOWING DOCUMENT:

(In each folder, scanned coy will be uploaded with single file having multiple pages)

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Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES	A1. CERTIFICATES	GST Registration Certificate PAN As required
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	As required/Other documents
		B2. COMPANY DETAILS 2	Company Profile (Not more than 3 pages) As required/Other documents
C	CREDENTIAL	CREDENTIAL 1	Order copies as per Clause no. 4 of Section – B
		CREDENTIAL 2	Product brochure Other documents, if any
D	DECLARATION	DECLARATION 1	List of Clients as per format (Section – P) As required
		DECLARATION 2	Financial Capability of Bidder as per format (Section – K)
		DECLARATION 3	Bidder's Details as per format (Section – L)
		DECLARATION 4	Details of Order Execution as per format (Section – J)
		DECLARATION 5	As required/Other documents
F	FINANCIAL INFO	P/L & BALANCE SHEET 2019-2020	P/L & BALANCE SHEET 2019-2020
		P/L & BALANCE SHEET 2020-2021	P/L & BALANCE SHEET 2020-2021
		P/L & BALANCE SHEET 2021-2022	P/L & BALANCE SHEET 2021-2022

Submission of Hard copy of Technical Bid

- a) Each copy of the tender should be a complete document and should be bound as a volume. The bid document should be properly page numbered and appropriately flagged/tagged; and must contain the list of contents with page numbers.
- b) All outstation bids should be sent through registered post/speed post/ courier/ in person.

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SECTION – H

BILL OF MATERIAL

Supply of 700 Nos. of Electronic Cloud Connected Noise Limiters for distribution to Urban Local Bodies (ULBs) & Police Authorities phase-wise under Government of West Bengal

Sl.	Item	Quantity	Unit
1.	Supply of 700 Nos. of Electronic Cloud Connected Noise Limiters for distribution to Urban Local Bodies (ULBs) & Police Authorities phase-wise under Government of West Bengal	700	Nos.

WEBEL TECHNOLOGY LIMITED

SECTION – H (A)

DETAILED TECHNICAL SPECIFICATIONS

SI#	Parameter	Minimum Technical Specification
1	Noise Control Details	The system should be able to limit the sound produced by the public address system used by sound system supplied to 65 dB(A) when measured at a 5-meter distance.
2	Noise Control Device - System Power Handling	Should not have limitation on the power (wattage) of the sound amplifier being used. The system is to be used across large sound system deployments as well.
3	Location Capture	The system should be enabled with on-board GPS/IRNSS/GNSS system for real-time location capture, storage and transmitting during usage.
4	Data Communication	GSM/GPRS/LTE Chip for remote connectivity with single usage 4G SIM
5	Local Connectivity	The system should have the capability to connect via Bluetooth onto the its Mobile application of the administrator for immediate download of present and historical data of past 24 hours.
6	Environmental	0 to 50 degree Centigrade
		Relative Humidity : Maximum 90%
		S/N Ratio: 80dB
7	Software Requirement	The system should have the capability to report the real-time usage of the Electronic Noise Limiter over the Cloud with inbuilt communication System for understanding of usage.
8		The system should have the capability to report fraudulent bypass of the limiting system.
9		The system should have the capability to report the volume level of the Sound system connected to.
10		The system should have the capability to also report the location of operation of the limiter during violation. It should also include actual tracking of the usage of the system by the sound system suppliers among different locations.
11	Software Dashboard Requirement	WBPCB Officials for viewing all usage activities of the system within the state
12		District administrator for viewing all usage activities of the system within their specific district jurisdiction
		Police Officials of a specific district or region for viewing of real-time violation reports of the Electronic Noise Limiter within their jurisdiction. 1. Exceedance of volume 2. Non-usage of Electronic Noise Limiter 3. Exception report for bypassing the Electronic Noise Limiter 4. Un-authorized usage beyond permitted hours of in between 10 PM to 6AM
13	Police Officials of a specific district or region for viewing of real-time violation reports from the Electronic Cloud Connected Noise Limiters within their jurisdiction.	
14	Mobile Application	Mobile application for the Police officials for real-time prosecution at site and historic activity checking
15	Over The Air Update & Control	The system should support over the air update and control in order to change limiting parameters of 65 dB(A) at any given time without the need for physical intervention.

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16	Tamper Resistant	The system should have an auto fail safe system to enable the Noise Limiter to seize to work if tampered.
17	On Display Details	LED or Graphic Display to highlight the SPL along with Power Status.
18	Connection Interface	6.3mm Audio Jack with 3.5mm Audio Adapter
19	Input Voltage	160 to 230 V AC
20	Applicable Speakers	Horn, 110 Volt Powered Loudspeakers
21	Other Features	The system should have very low or no distortion during noise limiting. There should not be any audible distortion.
22	System Design Norms	Should be manufactured as per norms guided by order of NATIONAL GREEN TRIBUNAL PRINCIPAL BENCH, NEW DELHI with OA No. 681 OF 2018
23	Warranty Terms	3 years from day of successful installation
24	Data Storage Terms	3 years from day of successful installation
25	Dashboard Hosting with Alerts	3 years from day of successful installation
26	Network Charges for SIM Cards	1 year from day of successful installation

WEBEL TECHNOLOGY LIMITED

SECTION – I

LIST OF DELIVERY LOCATIONS

Delivery Location for Supply of 700 Nos. of Electronic Cloud Connected Noise Limiters for distribution to Urban Local Bodies (ULBs) & Police Authorities phase-wise under Government of West Bengal Delivery Location & Other Details

Delivery Location & Other Details (ANNEXURE — A): -

Serial No	Police Authority	Number of Noise Limiters to be distributed
1	Kolkata Police Commissionerate	50
2	Asansol-Durgapur Commissionerate	50
3	Barrackpore Commissionerate	50
4	Bidhannagar Commissionerate	50
5	Chandannagar Commissionerate	50
6	Howrah Commissionerate	50
7	Siliguri Commissionerate	50
8	West Bengal Police	200
9	TOTAL	550

- One Noise Limiter per Location as per below list (ANNEXURE — B):

Sl#	MUNICIPALITY	Sl#	MUNICIPALITY	Sl#	MUNICIPALITY
1	Darjeeling	45	Bardhaman	89	Taki
2	Siliguri Municipal Corporation	46	Katwa	90	Titagarh
	Kurseong	47	Kalna	91	Kanchrapara
4	Kalimpong	48	Memari	92	North Barrackpur
5	Jalpaiguri Municipality	49	Guskara	93	Baruipur
6	Maynaguri	50	Dainhat	94	Diamond Harbour
7	Dhupguri	51	Bankura	95	Pujali
8	Mal Municipality	52	Bishnupur	96	Rajpur Sonarpur
9	Alipurduar	53	Sonamukhi	97	Jaynagar Majilpur
10	Ealakata	54	Puruliya	98	Budge Budge
11	Cooch Behar	55	Raghunathpur	99	Mahehtala
12	Dinhata	56	Jhalda	100	Kolkata Municipal Corporation
13	Mathabhanga	57	Krishnanagar	101	Chandemagore Municipal Corporation
14	Mekhlieanj	58	Santipur	102	Hooghli-Chinsurah
15	Tufanganj	59	Nabadwip	103	Serampore
16	Haldibari	60	Kalyani	104	Uttarpara Kotrung
17	Raiganj	61	Chakdaha	105	Rishra
18	Islampur	62	Ranaghat	106	Baidyabati
19	Kaliaganj	63	Gayespur	107	Champdani
20	Dalkhola	64	Birnagar	108	Bansberia

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21	Balurghat	65	Haringhata	109	Bhadreswar
22	Gangarampur	66	Ashoknagar-Kalyangarh	110	Dankuni
23	Buniadpur	67	Baduria	111	Konnagar
24	Enslish Bazar	68	Baranagar	112	Arambag
25	Old Malda	69	Barasat	113	Tarakeswar
26	Dliulian	70	Rarrackpur	114	Howrah Municipal Corporation
27	Jangipur	71	Basirhat	115	Bally
28	Jiaganj-Azimganj	72	Bhatpara	116	Uluberia
29	Berhampur	73	Bidhannagar (MC)	117	Haldia
30	Murshidabad	74	Bongaon	118	Contai
31	Kandi	75	DumDum	119	Tamluk
32	Beldanga	76	Garuliya	120	Panskura
33	Domkal	77	Gobardanga	121	Egra
34	Bolpur	78	Habra	122	Kharagpur
35	Suri	79	Halisahar	123	Medinipur
36	Rampurhat	80	Kamarhati	124	Ghatal
37	Sainthia	81	Khardah	125	Chandrakona
38	Nalhati	82	Madhyamgram	126	Ramjibanpur
39	Dubrajpur	83	Naihati	127	Kshirpai
40	AsansolMuni Corp	84	New Barrackpur	128	Kharar
41	Duigapur Muni Corp	85	North Duin Dunn	129	Jhargram
42	Kulti	86	Panihati		
43	Jamuraia	87	Rajarhat-Gopalpur		
44	Raniganj	88	South Dum Dum		

- All remaining to be delivered to West Bengal Pollution Control Board, Paribesh Bhawan, Saltlake, Kolkata 700106.

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SECTION – J

DETAILS OF ORDERS EXECUTED BY BIDDER

(Tender No. WTL/PCB/CCNL/22-23/030)

Sl. No.	Order No.	Order Date	Order Value	Brief description of items and job details	Completed (Yes/NO)	Name of the Customer	Contact details of the Customer

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Note:

Type of Project shall indicate the implementation of services (Delivery & Installation of CAAQMS & peripherals Air Quality Monitoring System).

Scope of work shall indicate whether it is implementation, Operation or maintenance.

Submit Customer Order Copy details of the order indicating the project value, customer contact details.

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SECTION – K

FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/PCB/CCNL/22-23/030)

FINANCIAL INFORMATION

Sl. No.	Name of the Bidder	Turnover (Rs. / Crores)		
		2019-20	2020-21	2021-22
1				

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Note: Submit the audited financial statement/ audited annual report of the last three financial years.

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SECTION – L

BIDDERS'S DETAILS

(Tender No. WTL/PCB/CCNL/22-23/030)

1	Name of the Firm	
2	Registered Office Address	
	Contact Number	
	Fax Number	
	E-mail	
3	Correspondence / Contact address	
	Name & Designation of Contact person	
	Address	
	Contact Number	
	Fax Number	
	E-mail	
4	Is the firm a registered company? If yes, submit documentary proof	
	Year and Place of the establishment of the company	
6	Former name of the company, if any	
7	Is the firm <ul style="list-style-type: none"> • a Government/ Public Sector Undertaking • a propriety firm • a partnership firm (if yes, give partnership deed) • a limited company or limited corporation • a member of a group of companies, (if yes, give name and address and description of other companies) • a subsidiary of a large corporation (if yes give the name and address of the parent organization). If the company is subsidiary, state what involvement if any, will the parent company have in the project. 	
8	Is the firm registered with Sales Tax department? If yes, submit valid GST Registration certificate.	
9	Is the firm registered for Service Tax with Central Excise Department (Service Tax Cell)? If yes, submit valid Service Tax registration certificate.	
10	Total number of employees. Attach the organizational chart showing the structure of the organization.	
11	Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details)	
12	How many years has your organization been in business under your present name? What were your fields when you established your organization	
13	What type best describes your firm? (Purchaser reserves the right to verify the claims if necessary) <ul style="list-style-type: none"> • Manufacturer • Supplier • System Integrator • Consultant • Service Provider (Pl. specify details) • Software Development • Total Solution provider (Design, Supply, Integration, O&M) • IT Company 	
14	Number of Offices in district headquarters in West Bengal	

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15	Is your organization having ISO 9001:2015 certificates?	
16	List the major clients with whom your organization has been / is currently associated.	
17	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
18	Have you ever been denied tendering facilities by any Government / Department / Public sector Undertaking? (Give details)	

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

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SECTION – M

MANUFACTURER’S AUTHORIZATION FORM

Date:

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

Ref: Tender No.: WTL/PCB/CCNL/22-23/030 dated 22.12.2022.

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 5 years from the day of this letter. We assure availability of spares for the products for the next two years after three years warranty.

We also confirm that the material will be delivered as per delivery schedule against above mentioned tender from the date of placement of confirmed order.

Name _____ In the capacity of _____

Signed _____

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

Dated on _____ day of _____ 2023

Note 1: This letter of authority must be on the letterhead of the Manufacturer and duly signed by an authorized signatory.

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SECTION – N

FORMAT FOR PRE-BID MEETING QUERY

(Tender No. WTL/PCB/CCNL/22-23/030)

Name of the Bidder:

Queries

Sl. No.	Section No.	Clause No.	Page No.	Queries

Note: The filled form to be submitted in XLS & PDF Format. There is a cut off date for receiving of queries before Pre Bid Meeting. Queries received after the cutoff period will not be accepted. The Purchaser reserves the right to respond all queries over e-mail.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION – P

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On non-judicial stamp paper of appropriate value to be purchased in the name of executing Bank)

PROFORMA OF BANK GUARANTEE FOR SECURITY DEPOSIT –CUM-PERFORMANCE GUARANTEE

Ref Bank Guarantee no.....

Date.....

PROFORMA OF BG FOR SECURITY DEPOSIT Undertaking formats

KNOW ALL MEN BY THESE PRESENTS that in consideration of WEBEL TECHNOLOGY LIMITED, a Government of West Bengal Undertaking incorporated under the Companies Act, 1956 having its Registered office at Webel Bhavan, Block EP&GP, Sector V, Kolkata-700 091 (hereinafter called "The Purchaser") having agreed to accept from _____ (hereinafter called "The Contractor") Having its Head Office at _____, a Bank guarantee for Rs. _____ in lieu of Cash Security Deposit for the due fulfillment by the Contractor of the terms & conditions of the Work Order No. _____ dated _____ issued by the Purchaser for _____ (hereinafter called "the said work order _____ dated _____"). We _____ (Name & detailed address of the branch) (hereinafter called "the Guarantor") do hereby undertake to indemnify and keep indemnified the Purchaser to the extent of Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the Contractor of any of the terms and conditions contained in the said Work Order No. _____ dated _____ of which breach the opinion of the Purchaser shall be final and conclusive.

(2) AND WE, _____ DO HEREBY Guarantee and undertake to pay forthwith on demand to the Purchaser such sum not exceeding the said sum of _____ Rupees _____) only as may be specified in such demand, in the event of the Contractor failing or neglecting to execute fully efficiently and satisfactorily the order for _____ Work Order no. , _____ dated _____

(3) WE _____ 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 order as laid down in the said Work Order No. _____ dated _____ including the warranty obligations and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Work Order No. _____ dated _____ have been fully paid and its claims satisfied or is charged or till the Purchaser or its authorized representative certified that the terms and conditions of the said Work Order No. _____ dated _____ have been fully and properly carried out by the said contractor and accordingly discharged the guarantee.

(4) We _____ the Guarantor undertake to extend the validity of Bank Guarantee at the request of the contractor for further period of periods from time to time beyond its present validity period failing which we shall pay the Purchaser the amount of Guarantee.

(5) The liability under the Guarantee is restricted to Rs. _____ (Rupees _____) only and will expire on _____ and unless a claim in writing is presented to us or an action or suit to enforce the claim is filled against us within 6 months from _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter)

(6) The Guarantee herein contained shall not be determined or affected by liquidation or winding up or insolvency or closer of the Contractor.

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(7) The executants has the power to issue this guarantee on behalf of Guarantor and holds full and valid power of Attorney granted in his favour by the Guarantor authorizing him to execute the Guarantee.

(8) Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____) only and our guarantee shall remain in force up to _____ and unless a demand or claim under the guarantee is made on us in writing on or before _____ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

WE, _____ lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Purchaser in writing. In witness whereof we _____ have set and subscribed our hand on this _____ day of _____.

SIGNED, SEALED AND DELIVERED

(Stamp of the executants)
WITNESS

(Name & address in full with Rubber Stamp)

FORMAT FOR BID SECURITY (BANK GUARANTEE)

Bank Guarantee No.....

Date.....

WHEREAS,.....(name & address) (hereinafter called "the Applicant") has submitted his Bid dated _____ [date] or will submit his Bid for execution of _____ [name of Contract] (hereinafter called "the Bid") under Request for Bids No..... [insert number] (hereinafter called "the RFB")
KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____ for which payment will and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

- (1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid, ("the Bid Validity Period"); or (b) does not accept the correction of the Bid Price or
- (2) If the Applicant having been notified of the acceptance of his bid by the Employer during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will

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note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ 30 days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address]

WEBEL TECHNOLOGY LIMITED

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. Bank Guarantee (B.G.) for Advance payment, Mobilization Advance, B.G. for security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non- Judicial Stamp paper of the applicable value and to be purchased in the name of the Bank.
3. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
4. The B.G. should be executed by a Nationalised Bank/ Scheduled Commercial Bank preferably on a branch located in Kolkata. B.G. from Co-operative Bank / Rural Banks is not acceptable.
5. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
6. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp shall be treated as Non-valid.
7. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
8. The content of the B.G. shall be strictly as Proforma prescribed by WTL in line with Purchase Order /LOI/ Work Order etc. and must contain all factual details.
9. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
10. In case of extension of a Contract the validity of the B.G. must be extended accordingly.
11. B.G. must be furnished within the stipulated period as mentioned in Purchase Order / LOI / Work Order etc.
12. Issuing Bank / The Bidder are requested to mention the Purchase Order / Contract / Work Order reference along with the B.G. No. For making any future queries to WTL.

WEBEL TECHNOLOGY LIMITED

SECTION – Q

SERVICE LEVEL AGREEMENT

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the SI/OEM to SIA for the duration of this contract.

The SI and OEM shall regularly review the performance of the services being provided by the SI and the effectiveness of this SLA

Note: The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the SI to SIA for the duration of this contract.

The SI and SIA shall regularly review the performance of the services being provided by the SI and the effectiveness of this SLA

Service Level Agreement

Uptime Service: The service of the application should be available with at least 95% Availability. The percentage uptime is calculated on monthly basis as follows:

$(\text{Total hours in a month} - \text{Downtime hours within the month}) * 100 / \text{Total hours in a month}$

If the service provider fails to maintain guaranteed uptime of 95% on quarterly basis, customer shall impose penalty as mentioned below on slab basis.

Sl. No.	Availability in a quarter	Penalty (In Rs.)
1.	$\geq 95.0\%$	No Penalty
2.	$\geq 93.0\%$ And $< 95.0\%$	₹ 25,000/-
3.	$\geq 91.0\%$ And $< 93.0\%$	₹ 50,000/-
4.	$< 91.0\%$	₹ 1,00,000/- This penalty will be cumulative with other conditions also. If it continues for more than 3 quarters, the project may be cancelled.

WEBEL TECHNOLOGY LIMITED

SECTION - R

NIT DECLARATION FOR BIDDER

(Bidders are requested to furnish the Format given in this section, filling the entire Blank and to be submitted on Bidder's Letter Head)

To
Webel Technology Limited
Plot – 5, Block – BP, Sector - V,
Salt Lake City,
Kolkata – 700091.

Sub: Supply of 700 Nos. of Electronic Cloud Connected Noise Limiters for distribution to Urban Local Bodies (ULBs) & Police Authorities phase-wise under Government of West Bengal.

Dear Sir,

We the undersigned bidder/(s) declare that we have read and examined in details the specifications and other documents of the subject Tender No. WTL/PCB/CCNL/22-23/030 dated 22.00.2022 for Supply of 700 Nos. of Electronic Cloud Connected Noise Limiters for distribution to Urban Local Bodies (ULBs) & Police Authorities phase-wise under Government of West Bengal, published by Webel Technology Limited in e-Tender website.

We further declare that we have agreed and accepted all the clauses / sub-clauses / formats / terms & conditions other requirements related to the said tender and we will abide by the same as mentioned in the tender document while participating and executing the said tender.

Thanking you, we remain

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

.....
Company Stamp

Dated, thisday of2023

WEBEL TECHNOLOGY LIMITED

SECTION - S

Please submit undertaking letter as per Ministry of Finance Memorandum No.: F.No.6/18/2019PPD dated 23.07.2020 & Office Memorandum No.: F.18/37/2020-PPD dated 08.02.2021 as per proforma given below on bidder's letterhead.

UNDERTAKING LETTER OF BIDDER

Sub: Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 & Office Memorandum No.: F.18/37/2020-PPD dated 08.02.2021 published by Ministry of Finance, Dept. of Expenditure, Public Procurement division

Ref: Bid Number:

Dear Sir,

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I certify that we as a bidder and quoted product from following OEMs are not from such a country or, if from such a country, these quoted products OEM has been registered with competent authority. I hereby certify that these quoted product & its OEM fulfills all requirements in this regard and is eligible to be considered for procurement for Bid number_____.

No.	Item Category	Quoted Make & Model

In case I'm supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority, otherwise Webel Technology Limited/End user Dept. reserves the right to take legal action on us.

(Signature)

Authorized Signatory of M/s <<Name of Company>>

Date

WEBEL TECHNOLOGY LIMITED

SECTION - T

Please submit undertaking letter as per Ministry of Finance Memorandum No.: F.No.6/18/2019PPD dated 23.07.2020 & Office Memorandum No.: F.18/37/2020-PPD dated 08.02.2021 as per proforma given below on OEM letterhead.

UNDERTAKING LETTER OF OEM

Sub: Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 & Office Memorandum No.: F.18/37/2020-PPD dated 08.02.2021 published by Ministry of Finance, Dept. of Expenditure, Public Procurement division

Ref: Bid Number:

Dear Sir,

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I certify that our quoted product and our company are not from such a country, or if from such a country, our quoted product and our company have been registered with competent authority. I hereby certify that these quoted products and our company fulfills all requirements in this regard and is eligible to be considered for procurement for Bid number_____.

No.	Item Category	Quoted Make & Model

In case I'm supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority; otherwise, Webel Technology Limited /End user Dept. reserves the right to take legal action on us.

(Signature)

Authorized Signatory of M/s <<Name of Company>>

Date

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SECTION – U

DEVIATION SCHEDULE

(Tender No. WTL/PCB/CCNL/22-23/030)

Sl#	Parameter	Minimum Technical Specification	Deviation (Yes/No)
1	Noise Control Details	The system should be able to limit the sound produced by the public address system used by sound system supplied to 65 dB(A) when measured at a 5-meter distance.	
2	Noise Control Device - System Power Handling	Should not have limitation on the power (wattage) of the sound amplifier being used. The system is to be used across large sound system deployments as well.	
3	Location Capture	The system should be enabled with on-board GPS/IRNSS/GNSS system for real-time location capture, storage and transmitting during usage.	
4	Data Communication	GSM/GPRS/LTE Chip for remote connectivity with single usage 4G SIM	
5	Local Connectivity	The system should have the capability to connect via Bluetooth onto the its Mobile application of the administrator for immediate download of present and historical data of past 24 hours.	
6	Environmental	0 to 50 degree Centigrade	
		Relative Humidity : Maximum 90%	
		S/N Ratio: 80dB	
7	Software Requirement	The system should have the capability to report the real-time usage of the Electronic Noise Limiter over the Cloud with inbuilt communication System for understanding of usage.	
8		The system should have the capability to report fraudulent bypass of the limiting system.	
9		The system should have the capability to report the volume level of the Sound system connected to.	
10		The system should have the capability to also report the location of operation of the limiter during violation. It should also include actual tracking of the usage of the system by the sound system suppliers among different locations.	
11	Software Dashboard Requirement	WBPCB Officials for viewing all usage activities of the system within the state	
		District administrator for viewing all usage activities of the system within their specific district jurisdiction	
12		Police Officials of a specific district or region for viewing of real-time violation reports of the Electronic Noise Limiter within their jurisdiction. 1. Exceedance of volume 2. Non-usage of Electronic Noise Limiter 3. Exception report for bypassing the Electronic Noise Limiter 4. Un-authorized usage beyond permitted hours of in between 10 PM to 6AM	
13		Police Officials of a specific district or region for viewing of real-time violation reports from the Electronic Cloud Connected Noise Limiters within their jurisdiction.	
14	Mobile Application	Mobile application for the Police officials for real-time prosecution at site and historic activity checking	
15	Over The Air Update & Control	The system should support over the air update and control in order to change limiting parameters of 65 dB(A) at any given time without the	

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		need for physical intervention.	
16	Tamper Resistant	The system should have an auto fail safe system to enable the Noise Limiter to seize to work if tampered.	
17	On Display Details	LED or Graphic Display to highlight the SPL along with Power Status.	
18	Connection Interface	6.3mm Audio Jack with 3.5mm Audio Adapter	
19	Input Voltage	160 to 230 V AC	
20	Applicable Speakers	Horn, 110 Volt Powered Loudspeakers	
21	Other Features	The system should have very low or no distortion during noise limiting. There should not be any audible distortion.	
22	System Design Norms	Should be manufactured as per norms guided by order of NATIONAL GREEN TRIBUNAL PRINCIPAL BENCH, NEW DELHI with OA No. 681 OF 2018	
23	Warranty Terms	3 years from day of successful installation	
24	Data Storage Terms	3 years from day of successful installation	
25	Dashboard Hosting with Alerts	3 years from day of successful installation	
26	Network Charges for SIM Cards	1 year from day of successful installation	

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

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ANNEXURE — C GOODS RECEIVED CERTIFICATE

Reference: Work Order of the WTL with No. _____, dated:

Reference 2: Delivery Challan No. _____ dated: _____ (Copy enclosed).

Reference-3 Items Received

Sl.	Item	Number	Date of Delivery	Comments (If any)
1.	Electronic Cloud Connected Noise Limiter (Model: _____)			
2	Warranty Certificate			

- In reference to above, this is to certify that the above-mentioned items have been received in good and working condition at the address mentioned hereunder for distribution in police stations falling under _____ District/Commissionerate/Range/Zone/Training Institute/School.
- In reference to above, this is to certify that the above-mentioned items have been received in good and working condition at the address mentioned hereunder for distribution in _____ Municipality/Municipal Corporation.

The demonstration and training of operation of the Electronic Cloud Connected Noise Limiter (Model: _____) has been satisfactorily done on date: __/__/__

Name:

Designation:

Organization:

Address:

Signature with date and Seal