NOTICE INVITING e-TENDER

Online Tender documents are invited for Supply and installation of 108 numbers of hardware equipment (regular core i3 desktop for work segment only, Flatbed with ADF – Duplex scanner and USB based PTZ webcam) for the help desk counters of the District and Sub-divisional Court Complexes in the State of West Bengal and Andaman & Nicobar Islands.

Reputed System Integrators having sufficient experience and credentials for successful completion of "Similar Nature" of work in a Government Department/PSU/Autonomous Body under Govt. of West Bengal. Bidder must have adequate Service Engineer for providing on-site warranty service within the stipulated time.

1.	Tender No. & Date	WTL/HC/HW/22-23/038 dated 20.02.2023
2.	Tender Version No.	1.0
3.	Brief description of Job	Supply and installation of 108 numbers of hardware equipment (regular core i3 desktop, Flatbed scanner with ADF – Duplex and USB based PTZ web camera) for the help desk counters of the District and Sub-divisional Court Complexes in the State of West Bengal and Andaman & Nicobar Islands
4.	Tender Fee	Rs. 6000.00 (Rupees Six thousand only) The amount to be transferred online through e-tender portal.
5.	Earnest Money Deposit	Rs.8,00,000.00 (Rupees Eight Lakh only) The amount to be transferred online through e-tender portal.
6.	Date of Downloading	20.02.2023
7.	Pre-Bid Meeting date & time	 27.02.2023 at 12.00 Hrs. (On-Line Meeting) Pre-Bid meeting will be organizing online platform only. Only queries as per format (Section - K) reaching WTL by 24.02.2023 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 24.02.2023 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	06.03.2023 at 14.00 Hrs.
9.	Last date & time of EMD & Tender Fee submission	Before Uploading of Tender.
10.	Last date & time of Bid Submission	13.03.2023 at 12.00 Hrs.
11.	Date & time of Technical Bid Opening	15.03.2023 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.
13.	WTL Contact Number	033-23673403-06

- 1. Intending bidder bidder may download the tender documents from the website <u>https://wbtenders.gov.in</u> directly 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-filling. 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-filling.
- 2. Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <u>https://wbtenders.gov.in</u>
- 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 <u>https://wbtenders.gov.in</u>.

CONTENTS OF THE TENDER DOCUMENT

The Tender document comprises of the following:

- SECTION A SCOPE OF WORK & RESPONSIBILITY
- SECTION B ELIGIBILITY CRITERIA
- SECTION C DATE AND TIME SCHEDULE
- SECTION D INSTRUCTION TO BIDDER
- SECTION E BID FORM
- SECTION F TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT
- SECTION G GUIDANCE FOR E-TENDERING
- SECTION H BILL OF MATERIAL
- SECTION I TECHNICAL SPECIFICATION WITH COMPLIANCE STATEMENT
- SECTION J DETAILS OF ORDERS EXECUTED BY BIDDER
- SECTION K FINANCIAL CAPABILITY OF BIDDER
- SECTION L BIDDER'S DETAILS
- SECTION M MANUFACTURER'S AUTHORIZATION FORM
- SECTION N PRE-BID MEETING QUERY
- SECTION O LIST OF CLIENTS OF SIMILAR ORDERS
- SECTION P PROFORMA FOR PERFORMANCE BANK GUARANTEE
- SECTION Q SERVICE LEVEL AGREEMENT
- SECTION R NIT DECLARATION FOR BIDDER
- SECTION S NIT DECLARATION FOR OEM
- SECTION T DISTRIBUTION MATRIX

<u>SECTION – A</u>

SCOPE OF WORK & RESPONSIBILITY

Introduction

Hon'ble High Court Calcutta has a requirement to procure of 108 numbers of hardware equipment regular core i3 desktop for work segment only, Flatbed with ADF – Duplex scanner and USB based PTZ webcam) for the help desk counters of the District and Sub-divisional Court Complexes in the State of West Bengal and Andaman & Nicobar Islands. The specifications of i3 desktop computers, scanners and webcams have been provided by Hon'ble High Court's Computer Committee itself. Any deviation regarding this will not be accepted by the end customer i.e, Hon'ble High Court, Calcutta. Better specifications for individual parameters will be accepted as per the e-committee of hon'ble High Court, Calcutta.

For OEM/System Integrator

- 1. Installation, Integration & Implementation: Bidder must Install, integrate & implement all the Desktop computers with scanners and webcams in the District and Sub-divisional Court Complexes in the State of West Bengal and Andaman Nicobar Island. The specification mentioned in RFP of hardware items should be complete in all respect so that seamless operation of the help desk counters & warranty support for the complete system is the sole responsibility of the Bidder for 5 (Five) years duration for Desktop Computers and flatbed scanner with ADF and 2 (two) years duration for USB based PTZ web camera from the date of installation. Within warranty period, entrusted OEM / bidder will replace, re-integrate faulty, buggy components. Desktop OEM should provide necessary support for re-installation and configured Windows / Ubuntu operating system after replace of faulty hard Disk drive if any throughout the warranty period. If colour patches appears in monitor, Desktop OEM should replace the faulty monitor.
- 2. OEM responsibility: Bidder to include confirmation (MAF) from the respective OEMs for the products / warranty service (5 years) for desktop computers, scanners and webcams.
- **3. Acceptance:** After successful installation & Commissioning, installation report prepared by WTL (Webel Technology Limited), **signed and sealed** with date by appropriate authority of concerned departments.
- 4. Escalation Matrix for Service Support: Bidder and OEM must provide Escalation Matrix of Telephone Numbers for Service Support center. Installation, Commissioning, Testing, Configuration, Training (if any whichever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorized Reseller.
- 5. Upload Manufacturer authorization: Wherever Authorized Distributors / system integrators are submitting the bid, Manufacturers Authorization Form (MAF) / Certificate with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
- 6. Bidders are required to mention the exact and full Make & Model of the product/s offered in the compliance statement with supporting documents of OEM published specifications data sheet for each of the offered make & model with seal and signature of the Bidder.
- 7. The Bidder has to submit the compliance sheet on the letterhead duly signed by the authorized signatory along with other supporting documents as per RFP. Failing to submit the same or non-compliance/deviation from any terms and conditions, eligibility criteria or technical specifications, may result in rejection of the Bid.
- 8. The successful bidder of each part is required to produce OEM's confirmation on OEM letterhead with Sr. nos. of product(s) supplied for back-to-back warranty support as per terms & conditions of the RFP.
- 9. If any equipment gives continuous trouble, for more than 3 times within one month during the warranty period or does not work at all as required, the successful Bidder shall replace the same, with new equipment having the same model without any additional cost to the Hon'ble High Court Calcutta.

- 10. Payment shall be made back-to-back basis (payment will be made only on receipt of payment from relevant customer, i.e., Hon'ble High Court, Calcutta) only and after submission of documentary evidence of having Functional Service Centre.
- 11. Comprehensive Warranty period of the supplied products shall be 5 years for Desktop Computers, flatbed scanners with ADF and 2 years for USB based PTZ web camera from the date of final acceptance of Materials or after completion of installation, commissioning & testing of Materials (if included in the scope of supply), at concerned location. OEM Warranty certificates (for desktop computers, scanners and webcams) must be submitted by Successful Bidder at the time of delivery of materials.
- 12. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
- 13. Scope of supply (Bid price to include all cost components): Supply Installation Testing Commissioning of Materials, Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.
- 14. The location for delivery and installation of the items will be at the District, Sub divisional Court throughout West Bengal and Andaman Nicobar Island. List of locations with distribution matrix for supply and installation of Desktop computer systems to be delivered as per the SECTION-T of this tender document.
- 15. The Successful Bidder(s) shall replace the damage / breakage item(s), if found during the delivery and testing, with new item(s).
- **16.** Any deviation found in the specifications of the delivered Materials from the tender specifications, will lead to cancellation of the order, forfeiture of EMD/PBG and prohibition from participation in any future procurement process of the Hon'ble High Court Calcutta.
- 17. 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.
- 18. The Bidder /OEM must have own Support Service Centre with Manpower in Kolkata and Service personnel at least at two Districts (especially one at North Bengal) in West Bengal so that any call reported can be attended within the response time. The detailed Support Service with manpower for the bidder should be submitted. For Andaman Nicobar Island the service will be rendered from West Bengal.
- 19. The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
- **20.** 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.

21. Service & Technical Assurance: -

- a. If for any reason the bidder is not able to attend the complaint/problem, the job shall be outsourced to some other firm or from the open market at the cost of the bidder and the expenditure incurred shall be recovered from the bidder. Non availability of parts in the market will not be accepted as an excuse for inability to do repairs.
- b. Maintenance services will be rendered by the bidder during working hours on working days as applicable to the respective court complex. Maintenance services may be needed outside working hours or on non-working days in certain cases.
- c. Bidder should provide stand by system of an equivalent configuration as an immediate replacement of any faulty equipment.
- d. Each call attended should be followed with call report signed by the respective court authority.

<u>SECTION – B</u>

ELIGIBILITY CRITERIA

- 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 shall have executed "Similar Nature" of single order for an amount not less than Rs.1 Crore or two orders for an amount of total not less than Rs.1.10 Crore in last three financial years or three orders for an amount of total not less than Rs. 1.20 Crore in last three financial years (considering FY 2019-20, 2020-21, 2021-22) in Government Department/PSU/Autonomous Body under Govt. of West Bengal. References order copy, installation certificate copy, payment certificate copy depicting deduction made if any 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.
- The bidder should have an average annual turnover of not less than Rs. 20.00 Crore each year in 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.
- 7. Manufacturer's tender specific authorizations for Desktop Computers, Scanner and PTZ Camera must be submitted as per format enclosed (Section M).
- 8. The Bidder must have own Support Service Centre with Manpower in Kolkata and Service personnel at least at two Districts (especially one at North Bengal) in West Bengal so that any call reported can be attended within the response time. The detailed Support Service center with manpower for the bidder should be submitted. For Andaman Nicobar Island the service will be rendered from West Bengal.
- 9. OEM should have Authorized service center/replacement centers in Kolkata to be submitted by respective OEMs.
- 10. The bidder shall have Quality Certificate (ISO 9001:2015). Copy of valid Certificate to be submitted.
- 11. 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.
- 12. 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.
- 13. OEM shall submit NIT Declaration (Section S) duly signed by the authorized signatory of the company as per the format. Deviation in format may not be accepted.
- 14. 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.

<u>SECTION – C</u>

DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	20.02.2023
2	Documents download/sale start date (Online)	20.02.2023
3	Last Date and time of sending the queries (Offline)	24.02.2023 & 15.00 hrs.
4	Pre Bid Meeting (On Line)	27.02.2023 & 12.00 hrs.
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	06.03.2023 & 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)	13.03.2023 & 12.00 hrs.
10	Bid opening date & time for Technical Proposals (On line)	15.03.2023 & 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)	-

<u>SECTION – D</u>

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 with in 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 desktop computers, scanners and webcams.

"**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 Delivery & installation of Desktop computers, scanners and webcams.

"**Project**" means Supply and installation of 108 numbers of hardware equipment (regular core i3 desktop, scanner and webcam) for the help desk counters of the District and Sub-divisional Court Complexes in the State of West Bengal and Andaman & Nicobar Islands

"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.

"**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.

"HC" means Calcutta High Court.

"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.

"WTL" means Webel Technology Limited a Govt. of W. Bengal undertaking.

2. PRE BID MEETING

Pre Bid Meeting will be held on 27.02.2023 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 a 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 furnish Online Receipt against payment of Tender Fees and Earnest Money Deposit.

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% 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. All delivery of the material will have to be completed within 8 weeks from the date of acceptance of contract for West Bengal and 10 weeks for Andaman and Nicobar Island and the contractor has to ensure all activities leading to the commissioning of the contract to be completed within 12 weeks from the date of award. Subsequent to the award of contract, the contractor will have to arrange for the requisite material as per BOM.

15. TIME SCHEDULE FOR DELIVERY & INSTALLATION

Materials will be delivered as per below mentioned table.

S1.	Item with quantity	Delivery & Installation Schedule
No.		

 Supply and installation of 108 numbers of hardware equipment (regular core i3 desktop, scanner and webcam) for the help desk counters of the District and Sub-divisional Court Complexes in the State of West Bengal and Andaman & Nicobar Islands. Delivery within 8 weeks after receiving of Work Order throughout West Bengal and 10 weeks for Andaman Nicobar Island. Installation within 2 weeks after delivery for both West Bengal and Andaman Nicobar Island.

16. LIQUIDATED DAMAGE / PENALTY

The job includes the supply and installation of materials mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the contractor for sum not less than 0.5% of the contract value for that item/job for each week or part thereof, subject to a ceiling of 3% of the total contract value (excluding all taxes & duties and other charges). In the event of LD exceeds 3% 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
- 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 (which ever 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 terms will be on back-to-back basis, i.e., payment will be made only on receipt of payment from relevant customer, i.e., Calcutta High Court.

On successful installation bidder to get installed equipments with actual serial no. duly certified by respective OEM for five years warranty coverage for desktop Computer and flatbed scanner with ADF – Duplex and two years for USB based PTZ web camera. Any change in equipment serial no. should be reflected in OEM website. Final Bills will be submitted after completion of this activity.

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. BIDING 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. 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 present 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 other wise 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.

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 fro 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. WARRANTY

The OEM on behalf of bidder will warranty that product supplied under the contract are newly made and are free from defects in the design, engineering and workmanship. The Contractor would be responsible for the up keep and maintenance of the Desktop Computers, Flatbed scanner with ADF, and necessary deliverables under the scope of work during the entire warranty period, i.e., 60 months and 24 months for USB based PTZ web camera from the date of final acceptance of the system by the user. Within warranty period, entrusted OEM will replace, reintegrate faulty, buggy components. The Contractor/OEM shall not, without the express prior written consent of WTL, assign to any third party of the contract or part thereof. Service support for the entire warranty period will be on site and comprehensive (including spares) and free of cost for the entire warranty period. Warranty will be invalid if the equipment is serviced by unauthorized personnel of misuse is detected.

34. WARRANTY SUPPORT & SLA

As per Section - Q

35. 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).

36. SI/BIDDER/CONTRACTOR'S RESPONSIBILITIES

Refer Section - A (Scope of Work & Responsibility)

37. 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.

38. 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.

39. 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.

40. 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.

41. 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 Licence, 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 filling on the part of the bidder.

42. 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.

43. BID DUE DATE

The online tender has to submitted not later than the due date and time specified in the Important Dates Sheet. WTL may as 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.

44. LATE BID

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

45. 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.

46. 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.

47. 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.

48. BID CURRENCIES

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

49. 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.

50. CANVASSING

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

51. NON-TRANSFERABILITY OF TENDER

This tender document is not transferable.

52. 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.

53. 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.

54. 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

55. 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.

56. 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.
- Tenders shall not contain any recapitulation of the work to be done. Alternative proposals will not be C) 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.
- Tenders subject to any conditions or stipulations imposed by the bidder are liable to be rejected. e) 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.

57. PRE-DISPATCH INSTRUCTION

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

58. FINAL INSPECTION

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

59. 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.

60. 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.

61. COMPLIANCE WITH LAW

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.

62. 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.

63. DEEMED ACCEPTANCE

Deliverables will be deemed to be fully and finally accepted by Calcutta High Court in the event Calcutta High Court has not submitted such Deliverable Review Statement to Bidder/Implementation Partner before the expiration of the 30-days review period, or when Calcutta High Court uses the Deliverable in its business, whichever occurs earlier ("Deemed Acceptance").

64. QUALITY CONTROL

- The contractor is obliged to work closely with WTL and/or HC, 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 HC 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 HC 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/HC.
- 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.
- 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.

65. SITE NOT READY

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

66. GENERAL TERMS

- a) 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.
- b) 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.

- c) No Technical/Commercial clarification will be entertained after opening of the tender.
- d) Overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscription 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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.
- j) 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.
- k) The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- 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.
- m) The customer/WTL at its discretion may extend the deadline for the submission of Bids.
- n) 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.

<u>SECTION – E</u>

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, <u>Kolkata – 700091.</u>

<u>Sub: Supply and installation of 108 numbers of hardware equipment (regular core i3 desktop, scanner</u> and webcam) for the help desk counters of the District and Sub-divisional Court Complexes in the <u>State of West Bengal and Andaman & Nicobar Islands</u>

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/HC/HW/22-23/038 dated 20.02.2023, 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: We have transferred EMD amount online through e-Tender portal.
- 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,

WTL/HC/HW/22-23/038

Yours faithfully

Signature

Name in full

Designation

Signature & Authorized Verified by

Signature

Name in full

Designation

.....Company Stamp

<u>SECTION – F</u>

TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT

1. EVALUATION PROCEDURE

- The Eligibility Criteria (Section B) will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- The Tender Committee shall verify the Technical Specification (Technical Specification with Compliance Statement, Section I) Deviation in specification shall not be allowed. Bidder qualified in Technical Specification shall be considered for further evaluation.
- After qualifying in Technical Specification, qualified bidders will only be considered for Financial Bid evaluation.

2. FINAL EVALUATION

Financial Proposal of the bidders qualifying in the evaluation of technical specification will be evaluated. The bidder who has qualified in the Technical Specification evaluation and returns with lowest quote (L1) in financial bid would normally be awarded the contract subject to Post Qualification.

3. AWARDING OF CONTRACT

An affirmative Post Qualification determination will be prerequisite for award of the contract to the lowest quoted bidder. A negative determination will result in rejection of bidder's bid, in which event the WTL will proceed to the next lowest evaluated bidder to make a similar determination of that bidder's capability to perform satisfactorily. The successful bidder (s) will have to give security deposit in the form of Performance Bank Guarantee.

4. POST QUALIFICATION

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

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)

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

- 1. NIT Declaration duly stamped & signed in letter head of bidder (Section R)
- 2. NIT Declaration duly stamped & signed in letter head of OEM (Section S)

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

- 1. Technical Specification With Compliance Statement (Section I)
- 2. Manufacturer Authorisation Form (Section M)

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.

<u>NON-STATUTARY COVER (MY SPACE) CONTAIN FOLLOWING DOCUMENT:</u> (In each folder, scanned coy will be uploaded with single file having multiple pages)

Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES	A1. CERTIFICATES	 GST Registration Certificate PAN As required
В	COMPANY DETAILS	B1. COMPANY DETAILS 1	As required
		B2. COMPANY DETAILS 2	 Company Profile (Not more than 3 pages) As required
С	CREDENTIAL	CREDENTIAL 1	Order copies as per Clause no. 4 of Section – B
		CREDENTIAL 2	Product brochureOther documents, if any
D	DECLARATION	DECLARATION 1	List of Clients as per format (Section – P)
		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
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

<u>SECTION – H</u>

BILL OF MATERIAL

S1. No.	Item Description	Qty	Unit
1.	Supply and installation of regular core i3 Desktop Computers (for work segments only) with 5 year on-site comprehensive warranty. (Detailed technical specifications are as per the SECTION-I of this tender document).	108	Nos.
2.	Supply and installation of Flatbed Scanners with ADF - Duplex with 1 years onsite comprehensive warranty (Detailed technical specifications are as per the SECTION-I of this tender document).	108	Nos.
3.	On-site comprehensive warranty for another 4 years for Flatbed Scanners with ADF – Duplex (for sl. No. 2)	108	Nos.
4.	Supply and installation of USB based PTZ web camera for desktop-based VC system with 2 years onsite comprehensive warranty	108	Nos.

<u>SECTION - I</u>

TECHNICAL SPECIFICATION WITH COMPLIANCE STATEMENT

(Tender No. WTL/HC/HW/22-23/000)

- 1. Bidder should submit all relevant data sheet/brochure of the quoted items and should also available in respective OEM's official website.
- 2. Bidder should indicate items mentioned in the OEM data sheet / brochure by marketing the serial no. as mentioned in minimum specification in the RFP.
- 3. Bidder should quote make, model and part no of the quoted item.

Specification of Intel Core i3 Regular Desktop

Qty.	108 Nos.
Make	
Model	
Part No.	

S1.		Minimum Specification	Specification (Quoted / Complied	
No.	Specification	Description	Applicable - By the Bidder)	(Yes / No)
1	Category	Business (for work) segment (Not home segment)		
2	Form factor	Small Form factor with Volume less than 13 litres		
3	Make, Model / part No.	(To be given by the bidder - exactly and in specific)		
	I	Processor & Motherboard		
4	Processor Family	Intel core i3 Processor with latest Generation		
5	Base Frequency	3.0 GHz or more		
6	Processor Cache	4 MB or more L3 cache		
7	Motherboard	Intel original Motherboard or Equivalent performance chipset for quoted processor- based motherboard		
8	TDP (Thermal Design Power)	not more than 55W		
	ľ	Aemory and Disk Storage		
9	System Memory (RAM)	4 GB DDR3 with one unused slot		
10	Expandable Memory	Upto 8 GB, atleast 2 slots		
11	Hard Disk	Integrated Dual Port SATA III Controller, HDD 500 GB , 7200 RPM or more		
		Platform / Architecture		

12	Preloaded Operating System	Ubuntu / Free DOS / Without OS Driver & plugins for all hardware for Ubuntu 20.04 required	
13	Operating System Certification	Ubuntu-Linux 20.04 LTS	
14	System Architecture	64 - Bit	
		Display & Graphics	
15	Screen Size & Resolution	18.5 inch, TFT LED HD Resolution or better with relevant TCO Certification	
16	Screen Type	HD Wide Screen Backlit LED Anti - Glare Display	
17	Graphic Processor	Intel HD or equivalent integrated HD Graphics as per the Processor	
18	Monitor Mounting Support	Vesa Screws Cover for Wall Mount	
		Input	
19	Web Camera	NA	
20	pointer Device & Keyboard	OEM USB Optical Scrolling Mouse, OEM USB Standard 104 keys keyboard	
		Audio	
21	Microphone	NA	
22	Speakers	Stereo Sound Speakers (Built -in with CPU Cabinet or Monitor)	
		Communication	
23	Ethenet	Integrated Gigabit Ethernet (IPv6 complaint)	
24	Wireless	NA	
		Ports / Slots	
25	USB Port	4 x USB 2.0, 2 x USB 3.0	
26	Other Ports	Mic In, Speaker out, RJ45, VGA/HDMI/Display Port Out	
	Power Supply &	Energy Efficiency (Green Compliance)	
27	Power Supply / Adaptor	Optimum wattage SMPS to support full use of system with all USB ports utilized	
28	Energy Certification	Energy Star (EPA) ver 5.0 or later / BEE India Star ver 1 or later	
29	Power Management	ACPI complaint	
		•	

		Security feature	
30	USB Ports Security	USB Port Disable (through BIOS)	
		Other Specification	
31	Hardware Drivers	Vendor to provide drivers for Ubuntu - Linux 20.04 LTS	
32	OEM Product	Original Equipment Manufacturer (OEM) Manufacturer or its authorized distributor/ dealers with OEM Manufacturer Certificate/ Authorization only can bid	
	w	arranty & Service Support	
33	Warranty	5 years on site Comprehensive warranty support with L1 support from bidder and L2 Support from OEM	
34	Service Center	Must have/ preferred Company Authorized Service Centre in Capital City / High Court place	

Specification for flatbed scanners with ADF - Duplex

Qty.	108 Nos.
Make	
Model	
Part No.	

S1. No.	IV	Iinimum Specification	Specification (Quoted / Complied Applicable - By the (Yes / No) Bidder)	
	Specification	Description	,	
	Flatbed scanne	er with Automatic Document Feeder		
1	Make and Model no.	(exact details to be provided by the bidder with its official brochure)		
2	Paper size to be scanned	8.5" X 14" (Legal) Size Page in Flat Bed and A4 size in ADF mode		
3	Scan type	Charged Coupled Device (CCD) / Contact image sensor, Color, Flatbed & ADF		
4	Scan Output File Format	JPEG, GIF, TIFF, TIFF Compressed, PNG, PDF, PDF searchable		
5	Scanner Compatibility	SANE Family of Scanners (SANE Project supported device) and TWAIN compatible		
6	Scanning Options	Color, Greyscale, Black & White (Lineart) etc.		
7	Min Scanning Speed (single side)	20 PPM Black & White @ 200 dpi		

8	Resolution & Color	600 X 600 dpi (optical) or more, 48 bit	
	Depth	Color scanning, 8/16 bit Mono Scanning	
9	Pull & Push Scan	Pull Scanning, Push Scanning (Scan to PC)	
10	Light Source	CCFL/LED	
11	Duty Cycle per day	1000 pages	
12	Interface	Hi-Speed USB 2.0	
13	Power Supply	Internal/External Power Adaptor for 200- 250 (+/- 10%) V AC 50/60 Hz (+/- 5%) (Power Cable included)	
		ADF Features	
14	ADF Capacity	Minimum 50 Pages	
15	Duplex Scanning	ADF Auto Duplex Scanning	
		Compatibility	
16	Operating System Compatibility	All hardware must be compatible with Ubuntu Linux OS 14.04	
17	Hardware Drivers	Supplier to provide latest drivers for all hardware for Ubuntu-Linux OS 14.04	
18	Original Equipment Manufacturer (OEM) product	Original Equipment Manufacturer (OEM) Manufacturer or its authorized distributor/dealers with OEM	
19	Warranty	5 years onsite comprehensive warranty support with L1 support from bidder and L2 support from OEM	
20	Service Centre	Must have / preferred Company Authorized Service Centre in Capital City / High Court Place	

USB Based PTZ web camera for desktop-based VC system

Qty.:	108 Nos.
Make:	
Model:	
Part No.:	

Sl. No.	Minimum Specification	Specification quoted by the bidder	Compliance (YES / NO)
i.	USB based plug-n-play device to operate with		
	various PCS / Laptops		
ii.	Motorized PTZ (PAN, Tilt, Zoom)		
iii.	180-degree PAN, 50 Degree Tilt and 70 Degree		
	field View		
iv.	Compliance to USB 2.0 or better		
v.	Full HD 1080p30 video calling (up to 1920 x 1080		
	pixels)		

vi.	Thermal Stabilized Lens such as Carl Zeiss® Lens with auto-focus / high precision Lens for clear picture	
vii	Compliant with software for video recording using H.264 codec	
viii	Compliant with various Linux OS including Ubuntu Linux, Windows and Mac OS systems.	
Ix	Minimum 5 feet USB connecting cable	
x	Compliant low lighting environment	
xi	Built-in-microphones for audio pickup from distance of 5 feet	
xii	remote Controller to PTZ functions	
Xiii	10 feet additional USB extension connecting cable	
xiv	Warranty: on-site comprehensive warranty for 2 years	

ALL THE ABOVE SPECIFICATIONS SHOULD BE READ AS EQUIVALENT OR BETTER.

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

<u>SECTION – J</u>

DETAILS OF ORDERS EXECUTED BY BIDDER

(Tender No. WTL/HC/HW/22-23/038)

S1. 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:

- A. Type of Project shall indicate the implementation of services (Delivery & Installation of Desktop Computer, Scanners and webcameras).
- B. Scope of work shall indicate whether it is implementation, Operation or maintenance.
- C. Submit Customer Order Copy details of the order indicating the project value, customer contact details.

<u>SECTION – K</u>

FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/HC/HW/22-23/038)

FINANCIAL INFORMATION

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

Authorized Signatory (Signature In full): _____

Name and title of Signatory:

Stamp of the Company:	
1 1 7	

Note:

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

<u>SECTION – L</u>

BIDDERS'S DETAILS

(Tender No. WTL/HC/HW/22-23/038)

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
	 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
8	any, will the parent company have in the project. Is the firm registered with Sales Tax department? If yes,
0	submit valid GST Registration certificate.
9	Is the firm registered for Service Tax with Central Excise
0	Department (Service Tax Cell)? If yes, submit valid Service
	Tax registration certificate.
10	Total number of employees. Attach the organizational chart
10	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)
	 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 head quarters in West Bengal	
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: _____

SECTION – M

MANUFACTURER'S AUTHORIZATION FORM

Date:

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

Ref: Tender No.: WTL/HC/HW/22-23/038 dated 20.02.2023

WHEREAS		who	are	official	producers	of
	and	havii	ng	production	facilities	at
			do	hereby	aut	horize
				located		at
	(herei	inafter, the	e "Bidd	er") to submit a	bid of the foll	lowing
Products produced by us, for the Supply Requirement	nts associate	d with the	above I	nvitation 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 for Desktop Computers, flatbed Scanner and 2 years for USB based PTZ web camera 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: This letter of authority must be on the letterhead of the Manufacturer and duly signed by an authorized signatory.

WTL/HC/HW/22-23/038

<u>SECTION – N</u>

FORMAT FOR PRE-BID MEETING QUERY

(Tender No. WTL/HC/HW/22-23/038)

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: _____

<u>SECTION – O</u>

LIST OF CLIENTS OF SIMILAR ORDERS

(Tender No. WTL/HC/HW/22-23/038)

Sl. No.	Name of the Client	Address	Contact Person	Designation	Contact Numbers

Authorized Signatory (Signature In full):

Name and title of Signatory: _____

Company Rubber Stamp: _____

<u>SECTION – P</u>

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-PRFORMANCE 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 LIMTED, 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 Purchaser for issued by the "the said __(hereinafter called work order)". We ______ (Name & detailed address of the branch) (hereinafter dated 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.

(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

1) _____

2) _____ (Name & address in full with Rubber Stamp)

.

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.
- 2. 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.
- 3. 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.
- 4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
- 5. 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.
- 6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
- 7. 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.
- 8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
- 9. In case of extension of a Contract the validity of the B.G. must be extended accordingly.
- 10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order / LOI / Work Order etc.
- 11. 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.

<u>SECTION – Q</u>

SERVICE LEVEL AGREEMENT

Tripartite agreement for SLA will be signed between WTL, selected bidder and respective OEM's before releasing the work order/purchase order.

During the warranty period, if the complaint is not resolved within 3 working days of making the complaint, the following penalty will be imposed for each day of delay, which will be recovered from Performance Bank Guarantee submitted by the successful Bidder of concerned tender.

Penalty if problem is not resolved within 3 working days throughout West Bengal	
Beyond 3 working days (after initial 3 working days)	
Rs. 500/- per unit / working day	

Penalty if problem is not resolved within 7 working days for Andaman Nicobar Island
Beyond 7 working days (after initial 7 working days)
Rs. 500/- per unit / working day

The successful bidder / OEM shall have to provide Comprehensive Warranty during the entire Standard warranty period as per contract. The comprehensive warranty shall be covering the scope solving the issue onsite within 72 hours (Upload an undertaking with the bid confirming compliance by the bidder if Bidder is taking onus of this compliance. In case OEM is taking onus of this compliance, OEM undertaking is to be uploaded along with Bidder undertaking). SLA calculation with monthly basis. Penalty amount will be deducted from PBG.

OEM / bidder should maintain a stock of 2% of the following Products / components / Spares for Desktop in their office premises for smooth functioning od warranty support.

For Desktop support

- 1. Mother Board
- 2. Memory
- 3. Hard Disk drive.
- 4. Power supply
- 5. Monitor
- 6. Keyboard
- 7. Mouse

For Flatbed Scanner with ADF - Duplex Support

1. 2% of Full unit of Flatbed Scanner with ADF for unit replacement.

For USB based PTZ web camera for Desktop Based VC system support

1. On-site replacement warranty.

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, <u>Kolkata – 700091.</u>

Sub: Supply and installation of 108 numbers of hardware equipment (regular core i3 desktop, Flatbed scanner with ADF – Duplex and PTZ web camera) for the help desk counters of the District and Sub-divisional Court Complexes in the State of West Bengal and Andaman & Nicobar Islands

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/HC/HW/22-23/038 dated 20.02.2023 for Supply and installation 108 numbers of hardware equipment (regular core i3 desktop, scanner and webcam) for the help desk counters of the District and Sub-divisional Court Complexes in the State of West Bengal and Andaman & Nicobar Islands 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

	• •	•	••	•	•			•	•	•	•	• •	 		•	•	•	•	•	•	•	•	•	•		•	•	 	•	•	•	•	•	•	•	•	•	•	•	•	•	•	
Sid	q	n	a	tι	u	r	e	è																																			

Name in full

Designation

Company Stamp

Dated, this2023

SECTION - S

NIT DECLARATION FOR OEM

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

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

Sub: Supply and installation of 108 numbers of hardware equipment (regular core i3 desktop, Flatbed scanner with ADF – Duplex and PTZ web camera) for the help desk counters of the District and Sub-divisional Court Complexes in the State of West Bengal and Andaman & Nicobar Islands

Dear Sir,

We the undersigned OEM/(s) declare that we have read and examined in details the specifications and other documents of the subject Tender No. WTL/HC/HW/22-23/038 dated 20.02.2023 for Supply and installation 108 numbers of hardware equipment (regular core i3 desktop, scanner and webcam) for the help desk counters of the District and Sub-divisional Court Complexes in the State of West Bengal and Andaman & Nicobar Islands 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 executing the said tender though our partner and comply the delivery schedule and maintain the Service Level Agreement during the entire warranty period as per tender terms.

Thanking you, we remain

Yours faithfully

•	•	• •	•	•	•		• •	•	•		•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	1	•	•	•	•	•	•	•	•	•	•	•	 •	•	•	•	•	•		•	•	•	•	•	•	•	•	•		•	•		
S	i	ĉ	J 1	n	ιć	3	t	1	J	Ľ	r		e	>																																																				

Name in full

Designation

Company Stamp

Dated, thisday of2023

<u>SECTION – T</u>

DISTRIBUTION MATRIX FOR SUPPLY AND INSTALLATION OF 108 NUMBERS OF HARDWARE ITEMS (REGULAR i3 DESKTOP COMPUTERS, FLATBED SCANNER WITH ADF – DUPLEX AND PTZ WEB CAMERA FOR THE HELP DESK COUNTERS OF THE DISTRICT AND SUB-DIVISIONAL COURT COMPLEXES IN THE STATE OF WEST BENGAL AND ANDAMAN & NICOBAR ISLANDS.

Sl no	Name of Judicial District	Name of Court Complex	Type of court complex i.e, District / Taluka (DC/TC)	Number of Regular Desktop (core i3)	Number of Flatbed ADF scanners	Number of webcams
1	Kolkata	Calcutta High Court	High Court	4	4	4
2	Jalpaiguri	Jalpaiguri circuit	High Court Circuit	4	4	4
3	Andaman & Nicobar Islands	Andaman Circuit	High Court Circuit	4	4	4
4		Bankura Sadar	DC	2	2	2
5	Bankura	Khatra	TC	1	1	1
6		Bishnupur	TC	1	1	1
7		Suri	DC	2	2	2
8	Discharge	Rampurhat	TC	1	1	1
9	Birbhum	Bolpur	TC	1	1	1
10		Dubrajpur	TC	0	0	0
11		City Civil Court	DC	2	2	2
12		City Session court	DC	2	2	2
13	Kolkata	Metropolitan Magistrate Court	TC	3	3	3
14		Municipal Magistrate Court	TC	0	0	0
15		Presidency Small Cause Court	DC	1	1	1
16		District Judge's Court Complex	DC	2	2	2
17		Tufanganj Court Complex	TC	0	0	0
18	Cooch Behar	Dinhata Court Complex	TC	1	1	1
19		Mathabhanga Court Complex	TC	0	0	0
20		Mekhliganj court complex	TC	0	0	0
21		JJB Coochbehar	TC	0	0	0
22		Chinsurah	DC	2	2	2
23	Heerbl	Serampore	TC	2	2	2
24	Hooghly	Arambag	TC	1	1	1
25		Chandernagar	TC	1	1	1

26		Howrah Civil	DC	3	3	3
27		Howrah Criminal	TC	1	1	1
21		Howrah muunicipal	TC	0	0	0
29	Howrah	Howwrah Railway	TC	0	0	0
		Court				0
30		JJB Court	TC	0	0	0
31		Uluberia Court	TC	1	1	1
32		Amta Court	TC	0	0	0
33		Jalpaiguri District Court Complex	DC	2	2	2
34		Alipurduar Court Complex	TC	1	1	1
35	Jalpaiguri	Malbazar Court Complex	TC	0	0	0
36		NJP Railway Magistrate Court Complex	TC	0	0	0
37	Jhargram	Jhargram District Court Complex	DC	1	1	1
38		Kalimpong	DC	0	0	0
39	Kalimpong	Gorubathan	TC	0	0	0
40		Berhampore Civil Court	DC	2	2	2
41		Berhampore Criminal Court	TC	0	0	0
42	Murshidabad	jangipur	TC	2	2	2
43		Kandi	TC	1	1	1
44		Lalbagh Criminal	TC	0	0	0
45		Lalbagh Civil	TC	1	1	1
46		Krishnagar	DC	3	3	3
47		Tehatta	ТС	0	0	0
48		Kalyani	TC	1	1	1
49	Nadia	Ranaghat	TC	1	1	1
50		Nabadwip	TC	0	0	0
51		Ranaghat Railway	ТС	0	0	0
52	Paschim	Asansol	DC	3	3	3
53	Burdwan	Durgapur	TC	1	1	1
54		Midnapur Sadar	DC	3	3	3
55		Ghatal	TC	1	1	1
56	Paschim	Garbeta	TC	0	0	0
57	Medinipur	Dantan	TC	0	0	0
58		Khargapur	TC	0	0	0
59		Burdwan Court complex	DC	3	3	3
		4				
60	Purba Burdwan	Katwa Court Complex	TC	1	1	1

		manulul and a	DC	0	0	
62	Purba	Tamluk sadar	DC	2	2	2
63	Medinipur	Contai	TC	2	2	2
64		Haldia	TC	1	1	1
65		Alipore Civil Court Complex	DC	5	5	5
66		Alipore Criminal Court Complex	TC	2	2	2
67		Alipore Spl Court	TC	0	0	0
68		Sealdah Court Complex	TC	2	2	2
69	South 24	Sealdah Railway Court Complex	TC	0	0	0
70	Parganas	Baruipur Court Complex	TC	1	1	1
71		Diamond Harbour Civil Court Complex	TC	1	1	1
72		Diamond Harbour Criminal Court Complex	TC	0	0	0
73		Kakdwip Court Complex	TC	1	1	1
74	D 1'	Sadar	DC	2	2	2
75	Purulia	Raghunathpur	TC	1	1	1
76		Raiganj District Court Complex	DC	2	2	2
77	Uttar Dinajpur	Islampur Sub- divisional Court Complex	TC	1	1	1
78		Barasat	DC	3	3	3
79		Barrackpore	TC	2	2	2
80	North 24	Basirhat	TC	2	2	2
81	Parganas	Bongaon	TC	1	1	1
82		Bidhannagar	TC	0	0	0
83		JJB Saltlake	TC	0	0	0
84		Darjeeling District Court complex	DC	1	1	1
85		Kurseong Sub- Divisional Court	TC	0	0	0
86	Darjeeling	Siliguri Sub Divisional Court	TC	1	1	1
87		Mirik Subdivisional Court	TC	0	0	0
88		Mungpoo Subdivisional Court	TC	0	0	0
89	Dakshin	Balurghat	DC	1	1	1
90	Dinajpur	Buniadpur	TC	0	0	0
91	Malda	Sadar	DC	2	2	2
	-					1

92		Chanchal	TC	1	1	1
93		Port Blair	DC	1	1	1
94	Andaman & Nicobar Islands	Campbell Bay	TC	0	0	0
95	incodul islands	Carnicobar	TC	0	0	0
96		Diglipuir	TC	0	0	0
97		Mayabunder	TC	0	0	0
. <u></u>			Total	108	108	108