NOTICE INVITING e-TENDER

Online Tender documents are invited for New LAN installation work at Chanchal Court Complex at Malda, Ranaghat Railway Magistrate Court Complex at Nadia and Juvenile Justice Board Court Complex at Howrah.

Bids are invited from reputed System Integrators having sufficient experience and credentials for successful completion of "**Similar Nature**" of work in a Government Department/PSU/Autonomous Body.WTL has been chosen as the execution authority for the same. Bidder must have adequate Service Engineer for providing onsite warranty service within the stipulated time.

1.	Tender No. & Date	WTL/HC/LAN/22-23/028 dated 15.12.2022	
2.	Tender Version No.	1.0	
3.	Brief description of material	New LAN installation work at Chanchal Court Complex at Malda, Ranaghat Railway Magistrate Court Complex at Nadia and Juvenile Justice Board Court Complex at Howrah.	
4.	Tender Fee	Rs.4000.00 (Rupees Four thousand only). The amount to be transferred online through e-tender portal.	
5.	Earnest Money Deposit	Rs.30000.00 (Rupees Thirty thousand only). The amount to be transferred online through e-tender portal.	
6.	Date of Downloading/Sale of Tender document	15.12.2022	
7.	Pre-Bid Meeting date & time	 28.12.2022 at 12.00 Hrs. (On-Line Meeting) Pre-Bid meeting will be organizing online platform only. Only queries as per format (Section - N) reaching WTL by 27.12.2022 at 15.00 Hrs. will be taken for decision. Interest bidders are requested to send mail to purchase@wtl.co.in for participation of online prebid 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 27.12.2022 at 15.00 Hrs. will be taken for decision. Queries will be sent to Manager (Purchase)(purchase@wtl.co.in) 	
8.	Bid Submission Start date & time	02.01.2023 at 14.00 hrs.	
9.	Last date & time of EMD & Tender Fee submission intimation.	Before Uploading of Tender	
10.	Last date & time of Bid Submission	06.01.2023 at 13.00 hrs.	
11.	Date & time of Technical Bid Opening	09.01.2023 at 11.00 hrs.	
12.	WTL Adress	WEBEL TECHNOLOGY LIMITED	
		(A Govt. of West Bengal Undertaking)	
		Plot - 5, Block – BP, Sector – V, Salt Lake City,	
		Kolkata – 700091.	
13.	Contact person	033-23673403-06	

- Intending 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	INSTRUCTIONS 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 COMPLIANCE STATEMENT
SECTION – J	DETAILS OF ORDERS EXECUTED BY BIDDER
SECTION – K	FINANCIAL CAPABILITY OF BIDDER
SECTION – L	BIDDER'S DETAILS
SECTION – M	PRE-BID MEETING QUERY
SECTION – N	SUPPORT SERVICECENTER & MANPOWER DETAILS OF BIDDER
SECTION – O	LIST OF CLIENTS OF SIMILAR ORDERS
SECTION – P	MANUFACTURER AUTHORISATION FORM
SECTION – Q	PROFORMA FOR PERFORMANCE BANK GUARANTEE
SECTION – R	NIT DECLARATION

SECTION - A

SCOPE OF WORK & RESPONSIBILITY

Job title: New LAN installation works at Chanchal Court Complex at Malda, Ranaghat Railway Magistrate Court Complex at Nadia and Juvenile Justice Board Court Complex at Howrah

Introduction

Hon'ble High Court Calcutta intents to establish a new LAN connectivity at three different court locations for smooth functioning of e-court projects. Hence LAN components are to be supplied, installed and maintained at three different following locations i) Chanchal Court Complex at Malda, ii) Ranaghat Railway Magistrate Court Complex at Nadia and iii) Juvenile Justice Board Court Complex at Howrah. There are 6 court rooms are existed for Chanchal Sub Divisional court and one court room for Ranaghat Railway court and one for Howrah JJB court.

Proposed Solution

The main objective of this project is to implement the local area network connectivity at three different court locations i) Chanchal Court Complex at Malda, ii) Ranaghat Railway Magistrate Court Complex at Nadia and iii) Juvenile Justice Board Court Complex at Howrah under e-court projects.

For System Integrator

1) **Supply:** Entrusted bidder must supply and implementation of the project work as per work order. Supplied components must satisfy the minimum specifications as described in Section-I against each component. The bidder should ensure against obsolescence of the quoted product for next 7 years. Bidder is allowed to propose only one make / model per system for the proposed solution. The bidder has to mention the reference in the compliance statement against each item in accordance to the data sheet / solution document uploaded by them.

2) Installation, Integration & Implementation: Bidder must Install, integrate & implement all the network equipment as per work order. The solution should be complete in all respect so that seamless operation of the LAN connectivity can be achieved. Necessary CAT-6/ FO cables / patch cord etc.are to be supplied as per the requirement. Billing should be done on actual basis. Post installation warranty & AMC support are the sole responsibility of the Bidder for 3 years duration from the date of installation.

3) OEM responsibility: Bidder to include confirmation (MAF) from the respective OEMs for the products / warranty service / subscription proposed (if required) by them for the following:

a) All networking equipment, UPS, Cables, network rack, product specific compliance information has been certified by the OEM.

b) For acceptance of successful installation, bidder to submit item-wise back-to-back warranty for 3 years for all products and accessories from the respective OEMs.

- 4) **Project Management:** Selected bidder will be required to perform the following project management tasks for the assigned areas:
 - a. Provide a detailed strategy and work plan for their scope of work.
 - b. Identify and address functional / technical issues that may arise during the project.

5) **Support and Maintenance:** After successful implementation of entire system by the SI, integrated system will be handed over to Court authority. Bidder should submit detailed project implementation documentation to WTL after successful integration. Bidder will provide warranty support service for equipment's with back-to-back OEM support. Bidder will attend the call for any problem reported to WTL team during entire warranty period.

6) **Acceptance:** After successful installation & Commissioning, installation report prepared by WTL (Webel Technology Limited), **signed and sealed** with date by appropriate authority of concerned departments.

Bill of material mentioned in the RFP is the estimated requirement. However a proper site survey or inspection is required by SI for final bill of materials. All equipment mentioned in BOQ must have 3 years manufacturer's

onsite comprehensive warranty from OEM / SI (except UPS battery which will be supplied with 2 years onsite comprehensive warranty).

7) The SI should guarantee the rectification of Materials in case of any failure during the warranty period of 3 years. SI should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in West Bengal for attending the after sales service. Details of Service Centers near concerned destinations (must include one each at North Bengal and at Kolkata) are to be uploaded along with the bid. Dedicated / toll Free Telephone No. for Service Center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract.

8). 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.

9) Comprehensive Warranty period of the supplied products shall be 3 years 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 network switch) must be submitted by Successful Bidder at the time of delivery of materials.

10) 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.

11) Escalation Matrix for Service Support: Bidder / 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.

12) 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. Bidders are bound to accept the orders accordingly with their proposed rate.

13) The successful bidder / OEM shall have to provide 3 years on-site Comprehensive Warranty during the entire warranty period as per contract. The comprehensive warranty / support maintenance / trouble shooting shall be covering under the scope of work. For attending any calls and setting any malfunction, a down time of more than 24 hours or 1 day in Ranaghat Railway Magistrate Court Complex at Nadia & Howrah and 48 Hours or 2 days for Chanchal Court Complex (Malda) shall not be allowed and time taken beyond this permissible down time of 24 hours or 1 day / 48 hours or 2 days shall be liable for a penalty as per the penalty clause.

14) A dedicated project manager to be assigned for the project who will act as a single point of contact between the customer (Court authority) and WTL and will also be involved in the day-to-day activity and monitoring of calls if required. Each call attended should be followed with call report signed by the respective court authority. Quarterly bill to be submitted along with signed call report.

15) **Scope of supply (Bid price to include all cost components) :** Supply Installation Testing Commissioning of Materials and Training of users, 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.

16) 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.

17) 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.

18) "End of Life" or "End of Sale" items should not be quoted. Make & Model quoted by the Bidder should be available till the Bid validity, duly supported for spares / OEM support during the offered warranty period.

19) 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.

20) 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.

21) 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 or higher configuration without any additional cost to the Hon'ble High Court Calcutta.

22) Bidder has to undertake necessary LAN cabling as per industry standard practices within the court complex for installing, implementing & commissioning of LAN connectivity under e-court project.

23) Bidder should include the required components for cabling & connectors as required for successful laying of CAT-6 cable / IP telephone cable, including patch panels, patch cords, RJ-45 / RJ-11 connectors and casings / PVC conduit etc as per best practices.

24) Solution should be completed for all necessary cables, patch cords, connectors etc. No extra cost will be borne for procurement of the same.

NOTE: Bidder is advised to visit any of the existing nearest court complex before submitting the bid document to evaluate proper solution components if required which is not included In the BOM and provide any additional materials, services etc. required to deliver to meet the project objectives. No further communication regarding cost involvement will be entertained at the time of implementation of the project.

<u>SECTION – B</u>

ELIGIBILITY CRITERIA

- 1. The bidder must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or OPC or Proprietary Firm. Documentary evidence to be submitted.
- 2. The bidder should have their presence in Kolkata with own office for minimum period of five continuous years. Valid proof should be submitted along with the bid.
- 3. The bidder should have valid GST Registration Number & PAN. Bidder shall have to submit photocopy of the documents.
- 4. The bidder shall have executed "Similar Nature" of single order an amount not less than Rs.4.00 lakhs 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 & OEM should have own local call center number. Call Center details with number & detailed escalation matrix to be submitted. Bidder & OEM shall have to submit the Complain/Call escalation matrix in their own letterhead with undertaking.
- 6. The bidder should have an average annual turnover of not less than Rs.1.00 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 all items (e.g., network Switch, network rack, and passive components from OEM) must be submitted as per format enclosed (Section P).
- 8. The bidder shall have Quality Certificate (ISO 9001:2015). Copy of valid Certificate to be submitted and validity should remain up to completion of job.
- 9. The Bidder must have Support Service Center with manpower in Kolkata and at least one service center at North Bengal, so that any call reported is attended and resolved promptly within stipulated response time mentioned in this tender. The detailed Support Service with manpower for bidder should be submitted as per format (Section –N).
- 10. The bidder shall submit Bid Form (Section E) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.
- 11. 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. Declaration on bidder's letter head to be submitted.
- 12. The bidder shall submit NIT Declaration for Bidder (Section R) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.

<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)	15.12.2022
2	Documents download/sale start date (Online)	15.12.2022
3	Last Date and time of sending the queries (Offline)	27.12.2022 at 15.00 hrs.
4	Pre-Bid Meeting at WTL Office (Off Line)	28.12.2022 at 12.00 hrs.
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	02.01.2022 at 14.00 hrs.
7	Last Date & time of submission of Earnest Money Deposit & submission of remittance details	Before Uploading of Tender
8	Last Date & time of submission of Tender Fee & submission of remittance details	Before Uploading of Tender
9	Bid Submission closing date & time (On line)	06.01.2023 at 12.00 hrs.
10	Bid opening date & time for Technical Proposals (Online)	09.01.2023 at 11.00 hrs.
11	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any	-
12	Date for opening of Financial Bid (Online)	-

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<u>SECTION – D</u>

INSTRUCTIONS TO BIDDER

1. DEFINITIONS

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

"Acceptance Test Document" means a document, which defines procedures for testing the functioning of installed system. The document will be finalized with the contractor within 7 days of issuance of the Letter of Award/Confirm Work Order.

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

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

"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" means the written notice of Default of the Agreement issued by one Party to the other.

"Installation" means Supply, Installation, Testing & Commissioning of LAN Connectivity.

"**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 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

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

"HC" means High Court Calcutta.

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

"Project" means New LAN installation work at Chanchal Court Complex at Malda, Ranaghat Railway Magistrate Court Complex at Nadia and Juvenile Justice Board Court Complex at Howrah.

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

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

"Similar Nature" means Supply, Installation, & Commissioning of LAN equipments.

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

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

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

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

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

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

2. PRE BID MEETING

Pre Bid Meeting will be held on 28.12.2022 at 12.00 hrs. (On-Line Meeting). Bidder can send their queries as per format (Section - M) 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

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 10% 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 month more than the warranty period. All delivery of the material will have to be completed within 30 days from the date of acceptance of contract and the contractor has to ensure all activities leading to the commissioning of the contract to be completed within 90 days 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

The total delivery, installation & commissioning will have to be completed within 10 weeks from the date of LOI/Order.

16. LIQUIDATED DAMAGE

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 undelivered/installed items, each week or part thereof, subject to a ceiling of 10% of the total contract value (including all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, WTL reserves the right to terminate the contract and WTL will get the job completed by any other competent party. The difference of cost incurred by WTL will be recovered from the contractor and PBG will be invoked.

17. LIABILITY

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

- Payment referred to in the Patents and Copyrights clause.
- Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the Contractor's negligence.
- As to any other actual damage arising in any situation involving nonperformance by Contractor pursuant to or in any way related to the subject of this Agreement, the charge paid by WTL for the individual product or Service that is the subject of the Claim. However, the contractor shall not be liable for
- For any indirect, consequential loss or damage, lost profits, third party loss or damage to property or loss of or damage to data.

For any direct loss or damage that exceeds the total payment for Contract Price made or expected to be made to the Contractor hereunder.

18. PATENTS & COPYRIGHT

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

- Promptly notifies Contractor in writing of the claim
- Allows Contractor to control and co-operate with Contractor in the defense and any related settlement negotiations.

Remedies: If such a claim is made or appears likely to be made, WTL would permit Contractor to enable WTL to continue to use the product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, WTL agrees to return the product to Contractor on Contractor's written request. Contractor will then give WTL a credit equal to for a machine. WTL's net book value (provided WTL has followed generally accepted

accounting principles for a generally available software product produced by Contractor (Program) the amount paid by WTL or 12 months charges (whichever is lesser) and for materials the amount paid by WTL for the materials. These will be Contractor's entire obligation regarding any claim of infringement.

19. SUSPENSION OF WORK

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

20. TERMS OF PAYMENT

Payment 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.

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 PRATICES

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. BINDING 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 workman 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 otherwise specified elsewhere in these tender documents. The equipment used by the contractor for a particular work must be appropriate for the type of work. The contractor shall maintain the equipment used on the work properly so that they are in good working condition. In no case shall the contractor use defective or imperfect equipment in the work. The contractor shall arrange to replace or repair all defective equipment so that the progress of the work is not hampered. No defective equipment should be left at the site of work and the department shall not be responsible for any loss or damage to any of these equipments during the course of the execution of the work.

28. SUB-CONTRACT

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

29. TERMINATION FOR DEFAULT

WTL may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the contractor, terminate the order in whole or in part. If the contractor materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by WTL in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from WTL. If the project (delivery, commissioning as well as warranty maintenance support is not carried out according to specification due to deficiency in service as per terms of the contract. In such case WTL will invoke the amount held back from the contractor as PBG.

30. BANKRUPTCY

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

31. FORCE MAJEURE

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

- War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.

- Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.
- Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public **transport**ation 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 successful bidder will warranty the items supplied under the contract are newly made and are free from defects in the design, engineering and workmanship. The successful bidder will be responsible for the up keep and maintenance of the infrastructure and necessary deliverables under the scope of work during the entire warranty period. The successful bidder must furnish warranty for all items supplied for a period of 36 months (3 years) from the date of successful commissioning of overall configuration as certified by Concern court (Completion Certificate). Service support for the entire warranty period will be on site and comprehensive (including spares) and free of cost for the entire warranty period.

34. WARRANTY SUPPORT

The total system will be warranted against bad workmanship and manufacturing defects from the date of acceptance of the system whole or part. Service support for the entire warranty period will be on site and comprehensive (including spares and all software support) and free of cost for the entire warranty period.

The bidder should have a call centre working from at least 09:00 hrs. to 21:00 hrs. in Kolkata. The contact details of the call centre must be furnished along with the bid. Any call logged with the service centre must be given a running docket number to the person reporting the call.

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

	Category	Uptime Requirement	Maximum Downtime permitted per guarter
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Equipments located in the Concern court (Chanchal Court Complex, <u>Malda Ranaghat Railway</u> <u>Magistrate Court Complex at Nadia and Juvenile</u> <u>Justice Board Court Complex at Howrah</u>	99.0%	1) 24 Hours for Howrah & Nadia. 2) 48 Hours for Malda
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If the uptime goes below the prescribed limit in any quarter, the same will be noted. At the scheduled end of the warranty period the total of such deviation will be done and the contractor will have to extend the warranty support by the default time. Penalty shall be deducted for deviation of warranty support.

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

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. 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.

39. 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.

40. TAXES & DUTIES

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

41. 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.

42. BID DUE DATE

The tender shall be 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.

43. LATE BID

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

44. 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.

45. 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.

46. 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.

47. BID CURRENCIES

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

48. PRICE

- Price should be quoted in the BOQ format only. No deviation 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.

49. 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.

50. NON-TRANSFERABILITY OF TENDER

This tender document is not transferable.

51. 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.

52. 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.

53. 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.

54. 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.

55. PREPARATION OF TENDER

Tender shall be submitted in accordance with the following instructions:

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

56. 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.

57. 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.

58. 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.

59. FINAL INSPECTION

Tender No. WTL/HC/LAN/22-23/028

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

60. LOCATION DETAILS

Chanchal Court Complex at Malda, Ranaghat Railway Magistrate Court Complex at Nadia and Juvenile Justice Board Court Complex at Howrah.

61. SITE INSPECTION

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

62. QUALITY CONTROL

- The contractor is obliged to work closely with WTL 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 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 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.
- 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.

63. BLACKLISTING OF BIDDER

At the stage of competitive bidding:

- a) Submitting false documents as far as the eligibility criteria are concerned.
- b) Submission of bid which involves concealment / suppression of facts in the bid in order to influence the outcome of eligibility screening or any other stage of open bidding.
- c) Unauthorized use of one's name or the name of any other firm for the purpose of bidding.
- d) Withdrawal of a bid or refusal to accept an award or enter the contract with the Govt. without justifiable cause after the bidder had been adjudged as having submitted the lowest responsive bid.
- e) Refusal or failure to post the required performance security within the prescribed time as indicated in the tender document.
- f) Any document unsolicited attempt t unduly influences the outcome of bidder in his favour.
- g) All other acts tend to defeat the purpose of competitive bidding which is contrary to financial rules of the Govt., e.g., habitual withdrawing from bidding except a valid reason not complying with the requirements during bid evaluation.

At the stage of contract implementation:

- a) Failure on the part of the firm to supply items as per Supply Order due solely to his fault or negligence within the prescribed period as mentioned in the detailed tender document.
- b) Failure on the part of the firm/company to fully and faithfully comply with the contractual obligations without valid cause or failure to comply with any written lawful instruction of the procuring entity or its representative(s) pursuant to the implementation of the contract.
- c) Assignment and sub-contracting of the contract or any part thereof.
- d) Unsatisfactory progress in the delivery of goods / items in case of procurement.
- e) Supply of inferior quality of goods, as may be provided in the contract or as per accepted sample / specimen of item(s).
- f) Any other reason which the procuring entity deems it logical to include in the contract, duly agreed by the selected bidder / firm.
- g) Failure of supply within the stipulated period of time to be mentioned in the supply order.

64. 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) 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.
- i) 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.
- j) The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- k) 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.
- 1) The HC/WTL at its discretion may extend the deadline for the submission of Bids.
- m) 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, Kolkata – 700091.

<u>Sub: New LAN installation work at Chanchal Court Complex at Malda, Ranaghat Railway</u> <u>Magistrate Court Complex at Nadia and Juvenile Justice Board Court Complex at Howrah.</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/LAN/22-23/028 dated 15.12.2022, do hereby propose to execute the job as per specification as set forth in your Bid documents.
- 2. The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.
- 3. We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
- 4. Earnest Money Deposit: 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, this2023

Thanking you, we remain,

Yours faithfully

Signature

Name in full

Designation

Signature & Authorized Verified by

Signature

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 and returns with lowest quote (L1) in Financial Bid will 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 most overall responsive 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. WTL will award the contract to the successful bidder whose bid has been determined to be substantially responsive after final negotiation may held with the most responsive bidder, if required. This is a turnkey job in a nature, so bidder(s) to quote all the items mentioned in the tender document, which can ensure single point contact / sole responsibility of the bidder(s) towards project execution. 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, Department of Par& e-Governance 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.

<u>SECTION – G</u>

GUIDANCE FOR E-TENDERING

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

1. **Registration of Bidder:**

Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System through logging on to **https://wbtenders.gov.in.** The Bidder is to click on the link for e-Tendering site as given on the web portal.

2. Digital Signature Certificate (DSC):

Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.

3. 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.

4. **Participation in more than one work:**

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

5. 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).

<u>Techno Commercial Cover:</u>

Technical Document1

- 1. Bid Form as per format (Section F)
- 2. Other documents, if any

Technical Document2

- 1. NIT Declaration duly stamped & signed in bidder's letter head, Section R
- 2. Other documents, if any

Technical Compliance

- 1. Detailed Technical Specification, Section I
- 2. Manufacturer Authorization Form, Section P

Financial Cover:

BOQ (Bill of Quantity) 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 Number PAN Document as per Section – B
В	COMPANY DETAILS	B1. COMPANY DETAILS 1 B2. COMPANY DETAILS 2	 Document as per Section – B Declaration as per Section – B Company Profile (Not more than 3 pages)
С	CREDENTIAL	CREDENTIAL 1 CREDENTIAL 2	 ISO Certificate as per Section –B Order copies as per Section – B Product brochure Other documents, if any
D	DECLARATION	DECLARATION 1	 List of Clients as per format (Section – O) Financial Capability of Bidder as per format (Section – K)
		DECLARATION 2	 Document as per Section – B Other documents, if any
		DECLARATION 3	 Bidder's Details as per format (Section – N) Service Centre Details as per format (Section – P)
		DECLARATION 4	Details of Order as per format (Section – J)
		DECLARATION 5	Declaration as per Section – B
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

Sl. No.	Item description	Unit	Qty.
1	Supply and installation of 24 Port Layer 2 managed Switch with 3 years onsite comprehensive warranty, Make: Cisco or equivalent	Nos.	6
2	8x5xNBDx36 months on-site comprehensive warranty for L2 switch	Nos	6
3	Supply of CAT-6 UTP cable, Make: Legrand, R & M, Tyco, Commscope or equivalent	Mtr.	7200
4	Laying of CAT-6 UTP cable through PVC Conduit (including supply of 20mm PVC conduit, ISI grade / GI wire) with RJ-45 crimping, termination and establishing LAN connectivity.	Mtr.	7200
5	supply and installation of 24 port patch panel loaded. Make: Commscope or equivalent	Nos.	6
6	Supply of CAT-6 Single I/O with backbox, Face plate Make: Legrand, R & M, Tyco, Commscope or equivalent	Nos.	96
7	Supply of 1 Mtr. Patch Cord, Make: Legrand, R & M, Tyco, Commscope or equivalent	Nos.	96
8	Supply of 2 Mtr. Patch Cord, Make: Legrand, R & M, Tyco, Commscope or equivalent	Nos.	102
9	Supply of wall mount 19" 9 U Rack with Tray, Power Strip, Cooling Fan, cable manager and accessories. All equipments housed properly, air circulation & properly locking system, Make: D-Link or equivalent.	Nos.	6
10	Supply & laying of PVC conduits (ISI marked) laying through surface with all accessories as required for the entire system with all OEM accessories. (Quality: MMS; Ø=25mm) Make: Precision, Presto Plast, Supreme or equivalent, Quality: ISI	Mtr.	1500
11	Supply and installation (underground laying) of 6 Core Fiber Cable SM, Make: Legrand, R & M, Tyco, Comscope or equivalent	Mtr.	150
12	19 mm GDFE Pipe for underlaying 6 core Fiber Cable SM	Mtr.	150
13	24 Port LIU loaded, Make: Commscope or equivalent	No	1
14	12 Port LIU Loaded, Make: Commscope or equivalent	Nos.	4
15	SC TO LC FO PATCH CORD Armored, Make: Commscope or equivalent	Nos	10
16	LC TO LC FO PATCH CORD Armored, Make: Commscope or equivalent	Nos.	2
17	Supply of 10/100/1000 Mbps SM Fiber to Ethernet convertor (Make: D-Link or equivalent)	Nos.	6
18	650 VA Line Interactive UPS with 3 years on-site comprehensive warranty (Battery 2 years on-site comprehensive warranty), Make: APC / Vertiv or equivalent	Nos	6
19	Fiber Connection & termination	LS	1

<u>Bill of quantity may change at the time of ordering/execution of work. Final bill will raise on</u> <u>actual consumption of all materials.</u>

Detailed Technical Specifications are given in Section – I

<u>SECTION – I</u>

TECHNICAL SPECIFICATION COMPLIANCE STATEMENT

(Tender No. WTL/HC/LAN/22-23/028)

1. Minimum Specification of L2 Switch with 3 years warranty support

Qty.	06 Nos.
Make	Cisco or Equivalent
Model	
Part No.	

	Minimum Specification		Specification (Quoted /	Complied
Part No.	Description	Qty.	Applicable - By the Bidder)	(Yes / No)
	Layer 2 Network switch Essentials with 24 port GigE Data, 4 X 1G SFP Fixed uplinks, fixed redundant, DRAM 2 GB, Flash 4 GB with Indian power cord, switch fixing accessories, console cable. (Make: Cisco / HP or equivalent)			
	Warranty for Switch 8x5xNBDx3 Years on-site comprehensive			
	India AC Type A Power Cable to be supplied from Day 1			

2. Minimum Specification of CAT 6 UTP Cable

Qty.	7200 mtr
Make	Commscope / Legrand / Schneider-Actassi / Panduit / Belden or equivalent
Model	
Part No.	

S1. No.	Minimum Specification	Specification (Quoted / Applicable –by the bidder)	Complied (Yes / No)
1	Unshielded Twisted Pair, Category 6, ANSI / TIA568C.2&ISO/IEC11801 2nd edition.		
2	23 AWG Solid bare copper		
3	LSZH jacket complying to: Fire rating IEC60332-3-22 Acid gas IEC60754-2, Smoke density IEC 61034-2 (test reports to be submitted with bid)		
4	Cross-member (+) fluted Spline.		
5	Shall be connector channel certified by Intertek (ETL) labs for ANSI / TIA 568-C.2and ISO / IEC 11801CAT6 requirement tested to 600Mhz.(Intertek certificate for ETL4 connector channel should be submitted)		
6	Performance spec minimum 600 MHz to be mentioned in datasheet; Factory test reports for cable shall be available in OEM website using unique print on cable or packaging.		
7	ROHS Compliant		
8	ShallhaveISO9001:2015 & ISO14001certified manufacturing facility in India.		
9	Product shall have at least 2 RCDD certified technical manpower support available in India from OEM.		
10	All Copper and Fiber components must be from same OEM.		

11 OEM should have online access to the test reports for supplied cables.

3. Minimum Specification of CAT 6 24 Port Fully Loaded JACK PANEL / Patch Panel

Qty.	6 Nos.
Make	Commscope / Legrand / Schneider-Actassi / Panduit / Belden or equivalent
Model	
Part No.	

S1. No.	Minimum Specification	Specification (Quoted / Applicable – by the bidder)	Complied (Yes / No)
1	24-port, Modular, 1U, Unshielded Twisted Pair, PCB based, Category 6, ANSI/ TIA 568-C.2 and ISO/IEC 11801		
2	Port identification numbers on the front of the panel		
3	IDC: Suitablefor22-24 AWG stranded and solid wire compatible with both 110 & Krone punch down tools.		
4	Each port/jack on the panel should be individually removable on field from the panel.		
5	Configured with individually replaceable CAT-6 Jacks		
6	Integrated bend-limiting and strain-relief unit for cable entry on each port.		
	Jack Connector Specification:		
7	Plastic Housing: ABS, UL94V-0 rated		
8	Contact Material: Copper Alloy		
9	Contact Plating: 50µ" Gold plated on plug contact area		
10	Plug Retention Force: 15 lb.		
	IDC Connector Specification:		
11	Plastic Housing: Polycarbonate, UL94V-0 rated or equivalent		
12	IDC cap: ABS, UL 94V -0		
13	Contact Material: Copper Alloy		
14	Wire Accommodation: 22-24 AWG solid		
15	Termination Pattern: T568 A and B;		
16	Brand and company together presence in India should be for last 10 years.		
17	Manufacturing: Shall have ISO9001:2015 &14001 certified manufacturing facility in India.		
18	Product shall have RCDD certified technical manpower support available in India from OEM		
19	ROHS / ELV Compliant		

4. Minimum Specification of CAT 6 Information Outlet (with Keystone, Back Box & Single Face & Single Port Face Plate)

Qty.	96 Nos.
Make:	Commscope / Legrand / Schneider-Actassi / Panduit / Belden or equivalent
Model	
Part No.	

S1. No.	Minimum Specification	Specification (Quoted / Applicable – by the bidder)	Complied (Yes / No)
1	Single Port		
2	Write on labels in transparent plastic window – supplied with plate		
3	Face Plate with shutter		
4	Should be able to support variety of jacks – UTP		

5	Category 6, TIA568 C.2-1 – 250MHz]
6	All information outlets for 100 W, 22-24 AWG copper cable shall:	
7	Shutter is on face plate	
8	Insertion force: 20N max (IEC 60603-7-4)	
9	Information outlet (RJ45 jack) should be covered under UL / ETL listed.	
10	Information outlet should have integrated with bent limit ingand strain-relief unit	
	Jack Specification:	
11	Plastic Housing: PCB Based, Polycarbonate / PVC, or equivalent, UL94V-0 rated or equivalent	
12	Operating Life: Minimum 750 insertion cycles as per IEC 60603-7.	
13	Contact Material: Copper alloy	
14	Contact Plating: 50 µinches gold on plug contact area	
15	OEM should be ISO9001 and ISO14001 certified for design, development for LAN & WAN products.	
16	Brand and company together presence in India should be for last 10 years.	
17	Shall have ISO 9001:2015 & ISO 14001 certified manufacturing facility in India.	

5. Minimum Specification of CAT - 6 (1 Mtr.) Patch Cord

5. Minimum Specification of Off - 0 (1 Mill.) I alon obta	
Qty.	96 Nos.
Make:	Commscope / Legrand / Schneider-Actassi / Panduit / Belden or equivalent
Model	
Part No.	

Sl. No.	Minimum Specification	Specification (Quoted / Applicable – by the bidder)	Complied (Yes / No)
1	Category 6 UTP Patch Cord – 1 mtr		
2	The Patch Cord shall at a minimum comply with proposed ANSI / TIA / EIA- 568-C.2-1 & ISO/IEC 11801 Commercial Building Cabling Standards Transmission Performance Specifications for 4 pair 100W Category 6 Cabling.		
3	Conductor size: 22- 24 AWG 7 / 32, stranded copper conductors 100 Ohm		
4	Factory fitted Strain relief boots on either side, Cable OD : 6 mm		
5	Contact blade: Phosphor bronze or equivalent		
6	Contact plating: 50µ" Gold		
7	Plug dimensions & tolerance s compliant with FCC Part 68 .500 and IEC 60603-7		
8	Shall have ISO9001:2015 & ISO 14001 certified manufacturing facility in India.		
9	OEM should be ISO9001 and ISO14001 certified for design, development for LAN & WAN products.		
10	Brand and company together presence in India should be for last 10 years.		

6. Minimum Specification of CAT 6 (2 Mtr.) Patch Cord

Qty.	102 Nos.
Make:	Commscope / Legrand / Schneider-Actassi / Panduit / Belden or equivalent
Model	

Part No.

Sl. No.	Minimum Specification	Specification (Quoted / Applicable – by the bidder)	Complied (Yes / No)
1	Category 6 UTP Patch Cord – 2 mtr		
2	The Patch Cord shall at a minimum comply with proposed ANSI / TIA / EIA- 568-C.2-1 & ISO/IEC 11801 Commercial Building Cabling Standards Transmission Performance Specifications for 4 pair 100W Category 6 Cabling.		
3	Conductor size: 22- 24 AWG 7 / 32, stranded copper conductors 100 Ohm		
4	Factory fitted Strain relief boots on either side , Cable OD : 6 mm		
5	Contact blade: Phosphor bronze or equivalent		
6	Contact plating: 50µ" Gold		
7	Plug dimensions & tolerances compliant with FCCPart68.500andIEC 60603-7		
8	ShallhaveISO9001:2015 &ISO14001certifiedmanufacturingfacilityin India.		
9	OEM should be ISO9001 and ISO14001 certified for design, development for LAN & WAN products.		
10	Brand and company together presence in India should be for last 10 years.		

TECHNICAL SPECIFICATION FOR SINGLE MODE FIBER COMPONENTS 7. Minimum Specification of 6 Core Fiber outdoor / Indoor armored SM cable, OS2

Qty.	150 Mtr.
Make:	Commscope / Legrand / Schneider-Actassi / Panduit / Belden or equivalent
Model	
Part No.	

SI. No.	Minimum Specification	Specification (Quoted / Applicable – by the bidder)	Complied (Yes / No)
1	6 fiber Single Mode, Armoured, Loose-tube, Gel filled cable complying to ISO/IEC 11801, EN50173, ANSI/TIA 568-C.3; suitable for use in direct burial, outdoor ducts and backbone cabling		
2	Single Mode, 9/125-micron primary coated buffers, OS2 (IEC 60793-2-50, B1.3 and ITU T G652.d)		
3	Armour : Corrugated Steel Tape Armour of min. 0.15 mm thickness		
4	Cable Construction Type : BELLCORE GR 20 / IEC 794-1		
5	Attenuation @ 1310nm <=0.34 db / Km MAX		
6	Attenuation @1550nm <=0.22 db / Km MAX		
7	Attenuation @ 1380-1386nm <= 0.31db/Km		
8	Loose tube material : Single PBTP Loose tube filled with water blocking Thixotropic gel		
9	Jacket material : HDPE outer jacket 2mm thickness or better		
10	Strength members: water Swellable glass yarn strength members		
11	Tensile Strength: 1250 N		
12	Crush Resistance: 3000 N		
13	Min Proff Strength (Kpsi) : 100		
14	Cable Diameter: 10.0 + - 0.5 mm		
15	Operating Temp: -40 Degree C to +70 Degree C		

	Single mode fiber should be equivalent or higher to 652.D standard and single mode OS2.	
16	"3rd Party Tests: Must be approved by Intertek ETL labs/ any Govt Labs. (Certificate to be submitted in due course).	
17	:2008 & ISO 14001 certified manufacturing facility in Shall have ISO 9001India.	
18	Support: Product shall have minimum 1 RCDD certified manpower in India along with local OEM technical manpower available in West Bengal.	
19	Compatibility: All Copper and Fiber component must be from same OEM.	

8. Minimum Spec for Fully Loaded Rack Mountable LIU (12 Port & 24 Port)

Qty.	06 Nos.
Make:	Commscope / Legrand / Schneider-Actassi / Panduit / Belden or equivalent
Model	
Part No.	

SI. No.	Minimum Specification	Specification (Quoted / Applicable – by the bidder)	Complied (Yes / No)
1	Fiber patch panel shall be for use with standard cabling or blown fiber systems and have 19" mounting facility with movable drawer and integrated fiber management		
2	Material power coated steel housing drawer style easy access.		
3	Density: Port Density: 1U: 6 Port Fiber terminations. Shall have capacity for upto 24 / 12 fiber terminations.		
4	Termination type: LIU shall have knocks-outs to enable termination of loose-tube or tight buffered cables		

9. Minimum Spec for SC to LC FO Patch Cord

Qty.	10 Nos.
Make:	Commscope / Legrand / Schneider-Actassi / Panduit / Belden or equivalent
Model	
Part No.	

Sr No.	Minimum Specification	Specification (Quoted / Applicable – by the bidder)	Complied (Yes / No)
1	SC to LC Duplex tuned Fiber Optic Patch Cord 3 Mtr, 9/125 Micron		
2	Cable Diameter: 3.6 mm twin zip		
3	Insertion Loss: MAX .3 db		
4	Return Loss :> 45 db		
5	Temperature Range: -25 Degree C to +70 Degree C		
6	ROHS/ELV Compliant		

10. Minimum Spec for LC to LC FO Patch Cord

Qty.	2 Nos.
Make:	Commscope / Legrand / Schneider-Actassi / Panduit / Belden or equivalent
Model	
Part	
No.	

Sr No.	Minimum Specification	Specification (Quoted / Applicable – by the bidder)	Complied (Yes / No)
1	SC to LC Duplex tuned Fiber Optic Patch Cord 3 Mtr, 9/125 Micron		
2	Cable Diameter: 3.6 mm twin zip		
3	Insertion Loss: MAX .3 db		
4	Return Loss :> 45 db		
5	Temperature Range: -25 Degree C to +70 Degree C		
6	ROHS/ELV Compliant		

11. Specification for 600 VA True On-Line UPS System with 30 mins Battery Backup

Qty.	06 Nos.
Make	
Model	
Part No.	

	Minimum Specification	Specification (Quoted /	Complied
Specification	Description	Applicable - By the Bidder)	(Yes / No)
Capacity	VA/W		
	Voltage		
INPUT	Voltage Range		
	Frequency Range	Applicable - By the Bidder)	
	AC Voltage Regulation (Batt. Mode)		
	Frequency Range (Batt. Mode)		
OUTPUT	Transfer Time		
	Waveform (Batt. Mode)		
	Overload		
	Battery Type & Number		
BATTERY	Typical Recharge Time		
TRANSFER TIME	Minimum line break for transfer to battery		
	AC Mode		
INDICATORS	Battery Mode		
	Fault		
ALARMS	Battery Mode, Low Battery, Overload, Battery replacement, fault		
PROTECTION	Full Protection		
PHYSICAL	Dimension, D X W X H (mm)		
PHISICAL	Net Weight (kgs)		
	Material		
	Operating Environment		
ENVIRONMENT	Storage Temp		
	Humidity		
	Noise Level		

Test reports	CE, ROHS	
	BIS registration	
	NABL Approved government lab test report.	

12. Minimum Specification of 19" 9U Wall mounting Rack

Qty.	6 Nos.
Make	D-Link or equivalent
Model	
Part No.	

Minimum Specification	Qty.	Specification (Quoted / Applicable – by the bidder)	Complied (Yes / No)
19" 9U wall mounting rack with all cables & tray, Power Strip, Cooling Fan & accessories input power strip & chassis ground. All equipment's housed properly, air circulation & properly locking system with key. (Make: VALRACK / D- Link / APW or Equivalent)			

Authorized Signatory (Signature In full): ______

Name and title of Signatory: _____

Stamp of the Company: _____

<u>SECTION – J</u>

DETAILS OF ORDER EXECUTEDBY BIDDER

(Tender No. WTL/HC/LAN/22-23/028)

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: _____

A. Type of Project shall indicate the implementation of services (Networking Setup, System Integration).

- 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, project completion certificate, customer satisfaction certificate etc.

<u>SECTION – K</u>

FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/HC/LAN/22-23/028)

FINANCIAL INFORMATION

CI No	Nome of the Diddor	Tu	es)	
S1. No.	Name of the Bidder	2019-20	2020-21	2021-22
1				

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company:	
-----------------------	--

$\underline{SECTION - L}$

BIDDERS'S DETAILS

(Tender No. WTL/HC/LAN/22-23/028)

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
4	documentary proof
	Year and Place of the establishment of the company
6	Former name of the company, if any
7	Is the firm
1	 a Government/ Public Sector Undertaking
	5
	 a propriety firms a postnorship firm (if use, give portnorship doed)
	 a partnership firm (if yes, give partnership deed) a limited company or limited comparation
	 a limited company or limited corporation a member of a group of companies, (if yes, give
	 name and address and description of other
	companies)
	 a subsidiary of a large corporation (if yes give the
	name and address of the parent organization). If
	the company is subsidiary, state what
	involvement if any, will the parent company have
	in the project.
8	Is the firm registered with Sales Tax department? If yes,
0	submit valid GST Registration certificate.
9	Is the firm registered for Service Tax with Central Excise
	Department (Service Tax Cell)? If yes, submit valid
	Service Tax registration certificate.
10	Total number of employees. Attach the organizational
10	chart showing the structure of the organization.
11	Are you registered with any Government/ Department/
11	Public Sector Undertaking (if yes, give details)
12	How many years has your organization been in business
14	under your present name? What were your fields when
	you established your organization
13	What type best describes your firm? (Purchaser reserves
10	the right to verify the claims if necessary)
	 Manufacturer
	 Supplier
	 Supplier System Integrator
	 Consultant
1	 Service Provider (Pl. specify details)
	 Software Development
	 Total Solution provider (Design, Supply,
	Integration, O&M)
1	 IT Company
14	Number of Offices in district headquarters in West Bengal
15	Is your organization having ISO 9001:2015 certificates?
10	

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: _____

SECTION – M

PRE-BID MEETING QUERY

(Tender No. WTL/HC/LAN/22-23/028)

Name of the Bidder:

Queries

S1. No.	Section No.	Clause No.	Page No.	Queries

Note: The filled form to be submitted in XLS or 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: _____

SECTION - N

SUPPORT SERVICE CENTER & MANPOWER DETAILS OF BIDDER

(Tender No. WTL/HC/LAN/22-23/028)

Sl. Name of Place No.		Address	Name of Support Personnel	Contact Number	

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

<u>SECTION – O</u>

LIST OF CLIENTS OF SIMILAR ORDERS

(Tender No. WTL/HC/LAN/22-23/028)

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

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

<u>SECTION – P</u>

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/LAN/22-23/028 dated 15.12.2022

WHEREAS		who	are	official	producers	of
	and	havi	ing	production	facilities	at
			do	hereby	y auth	authorize
				loca	ated	at
	(h	ereinaft	er, the	"Bidder") to	submit a bid	of the
following Products produced by us, for the	e Supply Requirer	nents as	ssociat	ed with the al	oove Invitatio	on 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 with in from the day of this letter. We assure availability of spares for the products for the next two years after warranty period.

We also confirm that the material will be delivered within 60 days 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.

<u>SECTION – Q</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

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") , a Bank guarantee for Rs. Having its Head Office at ____ _ in lieu of Cash Security Deposit for the due fulfillment by the Contractor of the terms & conditions of the Work Order No. dated _____issued bv the Purchaser for __(hereinafter called "the said 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 (Rupees ______) only against any loss or damage caused to or extent of Rs. 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.

SECTION - R

NIT DECLARATION

(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>

<u>Sub: New LAN installation work at Chanchal Court Complex at Malda, Ranaghat Railway</u> <u>Magistrate Court Complex at Nadia and Juvenile Justice Board Court Complex at Howrah.</u>

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/LAN/22-23/028 dated 15.12.2022 for New LAN installation work at Chanchal Court Complex at Malda, Ranaghat Railway Magistrate Court Complex at Nadia and Juvenile Justice Board Court Complex at Howrah published by Webel Technology Limited in e-Tender website.

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

Thanking you, we remain

Yours faithfully

Signature

Name in full

Designation

Company Stamp

Dated, this......day of.....2023