

# WEBEL TECHNOLOGY LIMITED

## NOTICE INVITING e-TENDER

Online Tender documents are invited for Delivery, Installation and Commissioning of Software & Hardware devices for establishment of Cyber Forensic Laboratory at the Directorate of Commercial Taxes, GoWB.

Reputed System Integrators having sufficient experience and credentials for successful completion of “**Similar Nature**” of work in a Government Department/PSU/Autonomous Body or any reputed organization. Bidder must have adequate Service Engineer for providing on-site warranty service within the stipulated time.

1	Tender No. & Date	WTL/CT/CFL/18-19/023 dated 18.02.2019
2	Tender Version No.	2.0
3	Brief description of Job	Delivery, Installation and Commissioning of Software & Hardware devices for establishment of Cyber Forensic Laboratory at the Directorate of Commercial Taxes, GoWB
4	Tender Fee	Rs.4000.00 (Rupees Four thousand only)
5	Earnest Money Deposit	Rs.70000 (Rupees Seventy thousand only) in the form of Demand Draft from any Scheduled bank in favour of Webel Technology Limited payable at Kolkata
6	Date of Downloading/Sale of Tender document	18.02.2019
7	Pre-Bid Meeting date & time	26.02.2019 at 11.30 Hrs <ul style="list-style-type: none"><li>• Only two persons for each intending bidder's organization will be allowed to attend the Pre Bid Meeting.</li><li>• The person should have proper authorization in respective company Letter Head.</li><li>• Only queries as per format (Section - N) reaching WTL by 25.02.2019 at 14.00 Hrs will be taken for decision. Queries will be sent to Manager (Purchase) (arunava.saha@wtl.co.in) /Ms. Anita Dey (anita.dey@wtl.co.in) and copy to Mr. Debasis Majumdar (debasis.majumdar@wtl.co.in).</li></ul>
8	Bid Submission Start date & time	06.03.2019 at 14.00 Hrs
9	Last date & time of EMD & Tender Fee submission	13.03.2019 at 11.00 Hrs
10	Last date & time of Bid Submission	11.03.2019 at 12.00 Hrs
11	Date & time of Technical Bid Opening	13.03.2019 at 12.00 Hrs
12	Venue of Pre-Bid Meeting & submission of EMD & Tender Fee	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
13	Contact person	Mr. Arunava Saha, Contact no. 23673403-06, Ext. 212 Ms. Anita Dey, Contact no. 23673403-06, Ext. 231 Mr. Debasis Majumdar, Contact no. 23673403-06, Ext. 227

## **WEBEL TECHNOLOGY LIMITED**

1. Intending bidder may download the tender documents from the website **<https://wbtenders.gov.in>** directly with the help of Digital Signature Certificate. Necessary cost of tender documents (tender application fee) may be remitted through Demand Draft issued from any Scheduled Bank in favour of “Webel Technology Limited”, payable at Kolkata and also to be documented through e-filing. Cost of Earnest Money Deposit (EMD) may be remitted through Demand Draft issued from any Scheduled Bank in favour of “Webel Technology Limited”, payable at Kolkata and also to be documented through e-filing. The original Demand Draft against Tender Application Fees & Earnest Money Deposit (EMD) should be submitted physically to the Manager (Purchase)/Manager (Finance), Webel Technology Limited, Plot – 5, Block – BP, Sector-V, Salt Lake City, Kolkata-700 091 under sealed cover on or before 11:00 Hrs of 13.03.2019.
2. Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website **<https://wbtenders.gov.in>**
3. Tender documents may be downloaded from website and submission of Techno Commercial Bid and Financial Bid will be done as per Time Schedule stated in Section – C of this Tender Document.
4. The Financial Bid of the prospective Bidder will be considered only if the Techno Commercial Bid of the bidder is found qualified by the Tender Committee. The decision of the ‘Tender Committee’ will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

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# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – A**

### **BACKGROUND, SCOPE OF WORK & RESPONSIBILITY**

#### **BACKGROUND**

Tax evasion and fraud is illegal and intentional misrepresentation of tax obligations. It can involve deliberate omission or falsification of income or revenue, as well as efforts to be invisible to tax authorities altogether. This results in the reduction of income that lawfully belongs to the Government, and to the people. In India, the loss of income due to tax evasion and fraud is substantial. Tax evasion and tax fraud not only cheats the public of revenue that is to be used for public goods, but also puts compliant taxpayers that obey the law at a disadvantage. It makes it harder for those compliant businesses to be profitable when they are competing with businesses that do not bear the expense of paying their fair share of taxes.

Two particular types of tax evasion and tax fraud appear to be widespread in their use: underreporting of income through sales suppression and over-reporting of deductions through false invoicing. These are simple for criminals to achieve and can affect the country seriously. These types of tax evasion and fraud can be further facilitated by the cash economy and sharing economy. The impact of this tax crime is huge, with circumstantial evidence alone indicating that it amounts to many millions of rupees in lost tax revenue. In the past, underreporting of income and over-reporting of deductions were difficult and time consuming for tax authorities to detect. This is changing. Many tax authorities are now using technology solutions to detect these tax crimes. These solutions have been effective, and these tax authorities are making progress in bringing previously undetected and lost income into the revenue base, in a way that is also resource efficient for the tax authority. As more solutions become available in the market and the costs reduce, tax authorities have an opportunity to prevent and detect crime, significantly improve their revenue collection and increase the efficiency of their operations.

#### **Electronic Sales Suppression:**

At a basic level, sales suppression can be as simple as not recording some cash sales with the intention of under-reporting the amount of sales and thereby under-reporting the corresponding tax liability. However, more sophisticated methods have become very prevalent. With the increased use of technology in businesses, and the increased use of electronic payment forms such as debit/ credit cards, sales suppression is also being undertaken through electronic tools that can alter evidence of transactions whether paid in cash or card, without leaving a trace of the alteration. These transactions can also be underreported by using the cash register in training mode, or canceling transactions after they have occurred. Without the correct data, tax authorities cannot assess the correct tax. In the past, sales suppression could be achieved simply through putting cash straight into your pocket or editing the accounting books. Now, sales suppression has become more sophisticated through the use of technology which makes it much harder for administrations to detect. The two main electronic sales suppression tools that are used are phantom ware and zappers. Phantom ware involves the installation of software as part of the sales register. It allows a program to operate on the sales register which can alter the data that has been recorded. The program is only accessible through a hidden menu which allows the business owner to covertly manipulate the sales records after the transaction has occurred. A zapper is an external device or external program accessed online that can be connected to the cash register. When connected to a cash register, it allows the manipulation of transaction records, performing a similar function to phantom ware. Both phantom ware and zappers allow the user to delete individual sales records altogether and also to substitute the sales amounts to a lower figure and thereby reducing the overall sales. Because of their concealed nature, the cash register appears to users to operate normally and poses a challenge to investigators to detect.

#### **False Invoicing:**

Whereas sales suppression techniques seek to under-report revenue, false invoicing seeks to over-report deductions, and to falsify invoices to mask non-deductible personal expenses as legitimate deductions. False invoicing occurs where a business fabricates or inflates invoices which name the business as the debtor. This allows it to fraudulently claim expenses for tax purposes that have not been incurred. Although

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in theory a tax authority can verify the validity of each invoice by comparing it to the records of the counterparty to the transaction, it is time consuming and resource intensive to do so. In today's scenario, most of the records are kept in digital mode. As a result, some new and unconventional ways and means have been derived by the perpetrators to manipulate the financial data and Digital Investigation remains as the only way for the tax authorities to track those activities.

### **Possible Modus Operandi for Digital Forensic Analysis:**

To begin with, the Income Tax Department has to identify every location of a business that could hold potential evidence. When a raid is planned, the forensic department has to be contacted to prepare all the necessary equipment that will be required to investigate the digital data from confiscated computers, laptops, etc. For this, clean hard drives are required because if there was already data on it, it gets difficult to distinguish between the old data and that of the suspect's. Also, the suspect can very easily claim that any incriminating evidence was already on the IT department's drive. So the first thing that is done is to prepare a destination drive. There are specialized tools that are used for this process. Disc-wiping tools are used to wipe off all the past data. It also generates reports to ensure that the hard disk is clean. This hard disk is used as the destination or target drive. Once on the destination drive, it is the choice of the investigating officer whether to seal the equipment on the spot or bring it to the IT department's office. The entire data from the suspect's computer is digitally imaged on to the target drive. When a forensic imaging process is carried out, the bit-by-bit clone of the original hard drive is prepared using specialized tools. The hard drive contains all the files, including the operating system files, deleted files, files that someone has accidentally or intentionally deleted, encrypted files, misnamed files, password protected files, hidden files and partially hidden files. Data hidden surreptitiously within other files is also retrieved. These tools are OS independent and work without the need of a dedicated drive. All this happens at a very fast pace. The original hard drive is then sealed. Also it is important to know that the data copied from the source drive to the cloned drive is the same. Similar to human beings who have distinctive fingerprints, in digital investigation, a unique fingerprint is created for each hard drive. This is also known as hashing. Two hard drives can have the same hash value only if they have the same content. "During investigation, when a hard drive is collected from the destination, we have to prepare documentation that certifies that the suspect's hard drive has been seized along with the hash value. The suspect has to know the hash value when his drive was seized. If the hash value changes, this means that the hard drive has been tampered with. Now even if a bit of the content on the hard drive changes, the hash value will change. This ensures a fair procedure of investigation. In a court of law (If required), if the hash value of the hard drive is different from the hash value recorded at the time when it was seized, it can be challenged. The defendant can plead innocence, claiming that the law enforcement agencies are trying to frame him. In order to prevent this, proper procedures and technologies are adopted. The obtained data is then write protected using write-protect bridges. Now, the hard drive is connected and files can only be read but not written to. This guarantees that the purity of the evidence is intact. In some cases, suspects try to outsmart the authorities and misname files. For example, they rename their confidential file as the Windows file and copy it to the Windows folder. Investigating officers must have specialized tools that scan the whole hard drive and classify each file, according to category. So these tools identify the encrypted, password protected files, the misnamed files, the image files and the compressed files. Normally data is compressed only when someone is backing it up or transmitting it to another drive to make it easy to carry, which is again a piece of evidence to be checked on. This can take four to eight hours for the case to be set up.

### **SCOPE OF WORK**

#### **For System Integrator**

- 1) Supply:** Entrusted bidder must supply and work as per work order. All supplies must be certified, new and RoHS compliant. Supplied components must satisfy the minimum guiding specifications and guidelines, as applicable, proprietary technology must be mentioned against each component. Bidder is allowed to propose only one make / model per hardware system or software required for the proposed solution. Bids with optional offers would be summarily rejected.
- 2) Installation, Integration & Implementation:** Delivery of Software & Hardware devices for establishment of Cyber Forensic Laboratory at the Directorate of Commercial Taxes, GoWB. Delivery,

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Installation & Implementation will be governed by the stated guidelines and associated standards & in line with the scope of work defined in this document. The delivery / supply of the materials done by successful Bidder at respective location. The Post installation warranty supports & Training are the sole responsibility of the System Integrator & Original Equipment Manufacturer (OEM).

- 3) **Service Quality and Assurance:** Services within installation, warranty period must be rendered with OEM for hardware.
- 4) **Warranty:** All hardware component service items should have minimum warranty period of period i.e. 36 months from the date of final acceptance of the system by the user or 38 months from date of delivery, whichever is earlier. Within warranty period, entrusted Bidder & OEM will replace, re-integrate faulty, buggy components.
- 5) **Warranty Certificate:** On successful installation bidder to get installed equipments with actual serial no. duly certified by respective OEM for three years warranty coverage. Any change in equipment serial no. should be reflected in OEM website or OEM declaration in their Letter head. Final Bills will be submitted after completion of this activity.

### **For the Directorate of Commercial Taxes**

1) Directorate of Commercial Taxes will provide necessary Space, working permission and necessary electrical power points for installation of Software and Hardware devices at CTD HQ.

### **For Webel Technology Ltd.**

- 1) WTL will provide all necessary support during the installation and post installation phase and SI will work under supervision of WTL team.
- 2) WTL will provide IP address for configuration of Devices.

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## **SECTION – B**

### **ELIGIBILITY CRITERIA**

1. The bidder must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or OPC or Proprietary Firm. Documentary (Certificate of incorporation/Relevant document) evidence to be submitted.
2. The bidder should have their presence in Kolkata with own office. Valid proof should be submitted along with the bid.
3. The bidder should have valid GST Registration Certificate & PAN. Bidder shall have to submit photocopy of the documents.
4. The bidder shall have execute “Similar Nature” of single order an amount not less than Rs. 10 Lakhs in last three financial years (considering FY - 2015-16, 2016-17 & 2017-18) in Government Department /PSU/Autonomous Body any reputed organization. References order copy for the project to be provided.
5. Bidder should have call center number. Call Center details for Bidder with number & detailed to be submitted.
6. The bidder should have an annual turnover of not less than Rs.1.50 crore each year in the last three financial years (FY – 2015-16, 2016-17 & 2017-18). Bidder shall have to submit Audited Accounts / Auditor Certificate in support of their claim.
7. Bidder should submit Earnest Money Deposit (EMD) of Rs. 70,000.00 (Rupees Seventy Thousand only) in the form of Demand Draft from any Scheduled Bank in favour of Webel Technology Limited payable at Kolkata.
8. Bidder should submit Tender Fee of of Rs. 4000.00 (Rupees Four thousand only) in the form of Demand Draft from any Scheduled Bank in favour of Webel Technology Limited payable at Kolkata.
9. Manufacturer’s tender specific authorizations for Software must be submitted as per format enclosed (Section - M).
10. The bidder shall have Quality Certificate (ISO 9001:2008). Copy of valid Certificate to be submitted.
11. The bidder shall submit Bid Form (Section – E) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.
12. The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal (as per DIT guidance note issued on 26-Dec-2011). Declaration on bidder’s letter head to be submitted.

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## **SECTION – C**

### **DATE AND TIME SCHEDULE**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date &amp; Time</b>
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	18.02.2019
2	Documents download/sale start date (Online)	18.02.2019
3	Last Date and time of sending the queries (Offline)	25.02.2019 at 14.00 hrs
4	Pre Bid Meeting at WTL Office (Off Line)	26.02.2019 at 11.30 hrs
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	06.03.2019 at 14.00 hrs
7	Last Date & time of submission of original Demand Draft/Pay Order for cost of Earnest Money Deposit (Off line)	13.03.2019 at 11.00 hrs
8	Last Date & time of submission of original Demand Draft/Pay Order for cost of Tender Fee (Off line)	13.03.2019 at 11.00 hrs
9	Bid Submission closing date & time (On line)	11.03.2019 at 12.00 hrs
10	Bid opening date & time for Technical Proposals (Online)	13.03.2019 at 12.00 hrs
11	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any	-
12	Date for opening of Financial Bid (Online)	-

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## **SECTION – D**

### **INSTRUCTION TO BIDDER**

#### **1. DEFINITIONS**

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

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

**“Bidder”** means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder.

**“Contract”** is used synonymously with Agreement.

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

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

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

**“Installation”** means installation of supplied Hardware & Software.

**“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 Directorate of Commercial Taxes and eventually Gov. of W. Bengal of the benefits of free and open competition.

**“GoI”** shall stand for the Government of India.

**“GoWB”** means Government of West Bengal.

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

**“Similar Nature of Work”** means Delivery, Installation & Commissioning of Software & Hardware devices for establishment of Cyber Forensic Laboratory.

**“Project”** Delivery, Installation and Commissioning of Software & Hardware devices for establishment of Cyber Forensic Laboratory at the Directorate of Commercial Taxes, GoWB.

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

**“Interest rate”** means “364 days Government of India (GoI) Treasury Bills” rate.

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

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

“**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.

“**Operator**” means the company providing the services under Agreement.

“**CTD**” means Commercial Tax Directorate, GoWB.

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

“**Termination Notice**” means the written notice of termination of the Agreement issued by WTL.

“**Uptime**” means the time period when specified services are available with specified technical and service standards as mentioned in section titled WARRANTY SUPPORT” “%**Uptime**” means ratio of 'up time' (in minutes) as mentioned in section titled “Warranty support”.

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

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

## **2. PRE BID MEETING**

Pre Bid Meeting will be held on 26.03.2019 at 11.30 hrs at premises of WTL. Bidder can send their queries as per format (Section - N) to Manager (Purchase) (arunava.saha@wtl.co.in) / Ms. Anita Dey (anita.dey@wtl.co.in) and copy to Mr. Debasis Majumdar (debasis.majumdar@wtl.co.in). Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. The entrance to the Pre Bid Meeting will be limited to two persons per bidder and carrying valid authorization letter on official letter head bearing company seal.

## **3. COST OF BIDDING**

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

## **4. BID DOCUMENT**

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

## **5. AMENDMENT OF BID DOCUMENT**

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

## **6. MODIFICATION AND WITHDRAWAL OF BIDS**

As per the bidding process available in the tender.

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## **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)**

The firm shall furnish an EMD of Rs.60,000/- (Rupees Sixty Thousand only) in the form of a demand draft from a Scheduled Bank payable at Kolkata and in favour of Webel Technology Limited. Any bid not accompanied with the EMD shall be rejected.

## **10. 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.

## **11. 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.

## **12. 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.

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If bidder has any queries relating to bid document then he can send the queries before the Pre Bid Meeting.

## **13. CONTRACT EXECUTION**

On receipt of the Letter of Award/Purchase Order 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/Purchase 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 45 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 75 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.

## **14. TIME SCHEDULE FOR DELIVERY & INSTALLATION**

All delivery of the material will have to be completed within 4-6weeks from the date of Work Order/ LoI issued by WTL and installation will have to be completed within 8 weeks from the date of Order/ LoI issued by WTL.

## **16. LIQUIDATED DAMAGE / PENALTY**

The job includes the supply and installation of materials mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the contractor for sum not less than 0.5% of the contract value for that item/job for each week or part thereof, subject to a ceiling of 10% of the total contract value (excluding all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, WTL reserves the right to terminate the contract and WTL will get the job completed by any other competent party. The difference of cost incurred by WTL will be recovered from the contractor and PBG will be invoked.

## **17. LIABILITY**

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

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

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credit equal to for a machine. WTL's net book value (provided WTL has followed generally accepted accounting principles for a generally available software product produced by Contractor (Program) the amount paid by WTL or 12 months charges (which ever is lesser) and for materials the amount paid by WTL for the materials. These will be Contractor's entire obligation regarding any claim of infringement.

### **19. SUSPENSION OF WORK**

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

### **20. TERMS OF PAYMENT**

Payment terms will be on back-to-back basis, i.e., payment will be made only on receipt of payment from relevant customer, i.e. Directorate of Commercial Taxes, GoWB. A scheduled payment terms depicted below:

#### **(A) All deliverable Items**

- a) 80% payment of the total deliverable Hardware & Software value will be made after successful delivery of materials at Beliaghata Road.
- b) Balance 20% payment of total Delivered Hardware & Software payment will be released after successful Installation.

**On successful installation bidder to get installed equipments with actual serial no. duly certified by respective OEM for three years warranty coverage. Final Bills will be submitted after completion of this activity.**

### **21. GOVERNING LAWS**

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

### **22. CORRUPT OR FRAUDULENT**

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

### **23. BIDDING CLAUSE**

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

The Tender Committee reserves the right:

- To vary, modify, revise, amend or change any of the terms and conditions mentioned above and,

## **WEBEL TECHNOLOGY LIMITED**

- To reject any or all the Tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

### **24. WORKMEN'S COMPENSATION**

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

### **25. CONTRACTOR'S EMPLOYEES**

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

### **26. SAFETY MEASURES**

The Contractor shall in the course of execution of the work take all necessary precaution for the protection of all persons and property. The Contractor shall take adequate measures to protect the work and prevent accident during the work. In the event of any accident to any person or persons or damage or injury of any description to any person or property due to failure on the part of the contractor in taking proper precautionary measures the contractor shall be responsible for and must make good the loss the damage at his own cost to the satisfaction of the department and employees of the department shall be indemnified from all claims or liabilities arising there from or any expenses incurred on account thereof.

### **27. EQUIPMENT**

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

### **28. SUB-CONTRACT**

The purchaser (WTL) does not recognize the existence of Sub-Contractors. The Contractor's responsibility is not transferable.

### **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 PBC.

# **WEBEL TECHNOLOGY LIMITED**

## **30. BANKRUPTCY**

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

## **31. FORCE MAJEURE**

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

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

If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen days after the occurrence of such event. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.

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

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

- Constitute a default or breach of the contract.
- Give rise to any claim fro damages or additional cost or expense occurred by the delay or nonperformance. If, and to the extent, that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

## **32. INSURANCE COVERAGE**

Appropriate insurance to cover all solution components for the transit period and until the time of its acceptance at the respective site is to be taken by the contractor. As the contractor will carry the risk for the material in his books during transit, the contractor should arrange insurance for the total system as period from the dispatch till Acceptance Test is successfully achieved. Further the contractor is to take all required insurance coverage in respect of all its personnel who shall be working on this engagement.

## **33. WARRANTY**

The OEM on behalf of bidder will warranty that products supplied under the contract are newly made and are free from defects in the design, engineering and workmanship. The Contractor would be responsible for the up keep and maintenance of the necessary deliverables under the scope of work

# WEBEL TECHNOLOGY LIMITED

during the entire warranty period, i.e. 36 months from the date of final acceptance of the system by the user or 38 months from date of delivery, which ever is earlier. Within warranty period, entrusted OEM will replace, re-integrate faulty, buggy components. The Contractor/OEM shall not, without the express prior written consent of WTL, assign to any third party of the contract or part thereof. Service support for the entire warranty period will be on site and comprehensive (including spares) and free of cost for the entire warranty period. Warranty will be invalid if the equipment is serviced by unauthorized personnel of misuse is detected.

## 34. WARRANTY SUPPORT

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 other support) and free of cost for the entire warranty period.

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

Category	Uptime Requirement	Response Time Requirement	Maximum Downtime permitted per
Equipments located in Kolkata,	98.0%	8 Hours	24 Hours

## 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 10% of the contract value as security in the form of Performance Bank Guarantee from any nationalized bank as per format enclosed (Section – P).

## 36. CONTRACTOR'S RESPONSIBILITIES

Refer Section – A (Scope of Work & Responsibility)

## 37. NO WAIVER OF RIGHTS

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

## 38. GRAFTS, COMMISSIONS, GIFTS, ETC.

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

## 39. ENFORCEMENT OF TERMS

The failure of either party to enforce at any time any of the provision of this contract or any rights in respect thereto or to exercise any option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

## 40. PERIOD OF VALIDITY OF OFFER

For the purpose of placing the order, the proposals shall remain valid till 180 days. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, WTL may ask for

# **WEBEL TECHNOLOGY LIMITED**

extension of the period of validity and such a request shall be binding on Bidders. WTL's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

## **41. TAXES & DUTIES**

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

## **42. DISCREPANCIES IN BID**

- Discrepancy between description in words and figures, the rate which corresponds to the words quoted by the bidder shall be taken as correct.
- Discrepancy in the amount quoted by the bidder due to calculation mistake of the unit rate then the unit rate shall be regarded as firm.
- Discrepancy in totaling or carry forward in the amount quoted by the bidder shall be corrected.

## **43. BID DUE DATE**

The online tender has to be submitted not later than the due date and time specified in the Important Dates Sheet. WTL may at its discretion on giving reasonable notice by fax, or any other written communication to all prospective bidders who have been issued the bid documents, extend the bid due date, in which case all rights and obligations of the WTL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

## **44. LATE BID**

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

## **45. OPENING OF BID BY WTL**

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

## **46. CONTACTING WTL**

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

## **47. WTL'S RIGHT TO REJECT ANY OR ALL BIDS**

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

## **48. BID CURRENCIES**

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

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## **49. 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.

## **50. CANVASSING**

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

## **51. NON-TRANSFERABILITY OF TENDER**

This tender document is not transferable.

## **52. FORMATS AND SIGNING OF BID**

The original and all copies of the proposals shall be neatly typed and shall be signed by an authorized signatory(ies) on behalf of the Bidder. The authorization shall be provided by written Power of Attorney accompanying the proposal. All pages of the proposal, except for un-amended printed literature, shall be initialed by the person or persons signing the proposal. The proposal shall contain no interlineations, erase or overwriting. In order to correct errors made by the Bidder, all corrections shall be done & initialed with date by the authorized signatory after striking out the original words/figures completely.

## **53. WITHDRAWAL OF BID**

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

## **54. INTERPRETATION OF DOCUMENTS**

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

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

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## **56. PRE-DISPATCH INSTRUCTION**

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

## **57. FINAL INSPECTION**

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

## **58. 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.

## **59. 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.

## **60. 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.

## **61. 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.

## **62. DEEMED ACCEPTANCE**

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

## **63. QUALITY CONTROL**

- The contractor is obliged to work closely with WTL and/or CTD, act within its authority and abide by directive issued by them on implementation activities.
- The contractor will abide by the safety measures and free WTL and CTD from all demands or responsibilities arising from accident/loss of life, the cause of which is due to their negligence. The bidder will pay all indemnities arising from such incidents and will not hold WTL and CTD 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/CTD.
- 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

## **WEBEL TECHNOLOGY LIMITED**

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.

### **64. SITE NOT READY**

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

### **66. LOCATION OF INSTALLATION**

Directorate of Commercial Taxes, 14, Beliaghata Road, Kolkata - 700 015

### **65. 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/manuscript is not only signed by the authorized signatory of the bidder. All overwriting should be separately written and signed by the authorized signatory of the bidder.
- e) Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. WTL reserve the right to increase or decrease the quantity specified in the tender.
- f) WTL reserve the right to reject or accept or withdraw the tender in full or part as the case may be without assigning the reasons thereof. No dispute of any kind can be raised the right of buyer in any court of law or elsewhere.
- g) WTL reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- h) Supporting technical brochures/catalogues indicating each feature in respect of offered model and make must be submitted along with the offer, in absence of which the offer is liable to be ignored.
- i) No dispute by the bidders in regard to Technical/Commercial points will be entertained by WTL and decision taken by the Tender Committee will be final.
- j) Discrepancy in the amount quoted by the bidder due to calculation mistake, the unit rate shall be regarded as firm and the totaling or carry in the amount quoted by the bidder shall be corrected accordingly.
- k) The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- l) The acceptance of the tender will rest with the accepting authority who is not bound to accept the lowest or any tender and reserves the right to reject in part or in full any or all tender(s) received and to split up the work among participants without assigning any reason thereof.
- m) The customer/WTL at its discretion may extend the deadline for the submission of Bids.
- n) The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – E**

### **BID FORM**

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the entire Blank and to be submitted on Letter Head in original)

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

**Sub: Delivery, Installation and Commissioning of Software & Hardware devices for establishment of Cyber Forensic Laboratory at the Directorate of Commercial Taxes, GoWB**

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/CT/CFL/18-19/023 dated 23.02.2019, 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 enclosed EMD in the form of Demand draft for a sum of Rs. 70000/- (DD no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_).
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 ten percent (10%) 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 without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Thanking you, we remain,

**WEBEL TECHNOLOGY LIMITED**

Yours faithfully

.....  
Signature

.....  
Name in full

.....  
Designation

**Signature & Authorized Verified by**

.....  
Signature

.....  
Name in full

.....  
Designation

.....  
Company Stamp

Dated, this .....day of .....2019

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – F**

### **TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT**

#### **1. EVALUATION PROCEDURE**

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

#### **2. FINAL EVALUATION**

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

#### **3. AWARDING OF CONTRACT**

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

#### **4. POST QUALIFICATION**

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

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## **SECTION – G**

### **GUIDANCE FOR E-TENDERING**

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

- **Registration of Bidder:**  
Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System through logging on to <https://wbtenders.gov.in>. The Bidder is to click on the link for e-Tendering site as given on the web portal.
- **Digital Signature Certificate (DSC):**  
Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.
- The Bidder can search & download N.I.T. & BOQ electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- **Participation in more than one work:**  
A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If, found to be applied severally in a single job all the applications will be rejected.
- **Submission of Tenders:**  
Tenders are to be submitted through online to the website stated above in two folders at a time, one in Techno Commercial Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats)

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

#### **Techno Commercial Cover:**

##### **Technical Document1 (scanned & join in pdf format then upload)**

1. Copy of Demand Draft of Earnest Money Deposit (EMD)
2. Copy of Demand Draft of Tender Fee

##### **Technical Document2 (scanned & join in pdf format then upload)**

1. N I T Declaration duly stamped & signed in letter head, Section - Q
2. Bid Form as per format (Section – E)

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

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

#### **Financial Cover:**

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

## **WEBEL TECHNOLOGY LIMITED**

**NON-STATUTARY COVER (MY SPACE) CONTAIN FOLLOWING DOCUMENT:**  
**(In each folder, scanned copy will be uploaded with single file having multiple pages)**

<b>Sl. No.</b>	<b>Category Name</b>	<b>Sub Category Name</b>	<b>Sub Category Description</b>
A	CERTIFICATES	A1. CERTIFICATES	<ul style="list-style-type: none"> <li>• GST Registration Certificate</li> <li>• PAN</li> <li>• Document as per Clause no. 2 of Section – B</li> </ul>
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	<ul style="list-style-type: none"> <li>• Document as per Clause – 1 of Section – B</li> <li>• Declaration as per Clause no. 12 of Section – B</li> </ul>
		B2. COMPANY DETAILS 2	<ul style="list-style-type: none"> <li>• Company Profile (Not more than 3 pages)</li> <li>• ISO Certificate as per Clause no. 10 of Section – B</li> </ul>
C	CREDENTIAL	CREDENTIAL 1	Order copies as per Clause no. 4 of Section – B
		CREDENTIAL 2	<ul style="list-style-type: none"> <li>• Product brochure</li> <li>• Other documents, if any</li> </ul>
D	DECLARATION	DECLARATION 1	List of Clients as per format (Section – O)
		DECLARATION 2	Financial Capability of Bidder as per format (Section – K)
		DECLARATION 3	Bidder's Details as per format (Section – L)
		DECLARATION 4	Details of Order Executed as per format (Section – J)
		DECLARATION 5	Declaration as per Clause no.5 of Section – B
F	FINANCIAL INFO	P/L & BALANCE SHEET 2015-2016	P/L & BALANCE SHEET 2015-2016
		P/L & BALANCE SHEET 2016-2017	P/L & BALANCE SHEET 2016-2017
		P/L & BALANCE SHEET 2017-2018	P/L & BALANCE SHEET 2017-2018

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – H**

### **BILL OF MATERIAL**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Qty.</b>	<b>Unit</b>
1	Write Blocker toolkits with Firewire	01	Set
2.	Duplicator with all features of TD2U (1:2)	01	Set
3.	Data Acquisition and Analysis Software	01	No.
4.	Forensic Workstation	01	No.
5.	Mobile & Cloud Data Extractor	01	No.
6.	Password Recovery Software	01	No.
7.	Mobile Workstation	01	No.
8.	Accounting Software	01	Set
9.	Wiping Device	01	No.
10.	External Had Drive	04	Nos.

**Bill of quantity may change at the time of release of Purchase Order. Detailed Technical Specifications are given in Section - I**

# WEBEL TECHNOLOGY LIMITED

## SECTION - I

### TECHNICAL SPECIFICATION WITH COMPLIANCE STATEMENT

(Tender No. WTL/CT/CFL/18-19/023)

- Bidder should submit all relevant data sheet/brochure of all quoted items and should also available in respective OEM's official website.
- Bidder should indicate items mentioned in the OEM data sheet / brochure by marketing as mentioned in minimum specification in the RFP

#### (1) Basic Specification of Write Blocker toolkits with Firewire

<b>Qty.</b>		01 Set		
<b>Make</b>				
<b>Model</b>				
Sl. No.	Component	Basic Specification	Detailed Specification	Complied (Yes / No)
1	Latest version Write Blocker toolkits with Firewire including 3 years version upgrade facilities	Compatible with SATA, PATA, IDE, SCSI, USB	<p>IDE/PATA- source side, USB 2.0, eSATA -- one source, two destinations -- up to 3 Gbps, Gigabit (1000Base-T) Ethernet -- one source, one destination/GUI access, Compliancy- FCC, CE, RoHS, C-Tick, RCM</p> <p>Firewire should cover USB host connections, an integrated LCD, and six LEDs for visual status. Intelligent and efficient to use, this write-blocker deserves a place in your forensic toolkit.</p> <p>The Firewire solves the growing challenge of imaging FireWire hard drives and Apple Macintosh® computer systems in a forensically sound manner. Built with similar operational features as our popular USB bridge, the Firewire enables reliable and efficient data acquisition in both field and lab environments.</p>	

# WEBEL TECHNOLOGY LIMITED

## (2) Basic Specification of Duplicator with all features

Qty.		01 Set		
Make				
Model				
Sl. No.	Component	Basic Specification	Detailed Specification	Complied (Yes / No)
1	Latest model of Duplicator	The Forensic Duplicator should be ideal combination of easy operation, reliability, and ultra-fast forensic imaging of hard disks and solid-state-drives.	<p>SATA- one source, two destinations            USB 3.0- one source, one destination            IDE- one source            Drive Power SATA/IDE</p> <p>Imaging speeds in excess of 15 GB/minute (.e01, compressed with MD5 and SHA-1 hashing)</p> <p>Forensic mode always on (MD5 and SHA-1 hashing)</p> <p>Capable of making one (1:1), two (1:2), or three (1:3) forensically-sound copies of digital storage devices</p> <p>Outputs to raw DD, .e01 (compressed), .ex01 (compressed), or .dmg formats</p> <p>Wiping speeds in excess of 25 GB/minute</p> <p>Supports whole disk encryption of destination drives</p> <p>Includes a color LCD for crisp, easy-to-view operational and device status information</p> <p>Intuitive user interface provides easy operation with minimal training</p> <p>Nine LEDs provide status on power, source drive detection, destination drive detection, and activity</p> <p>Packaged in removable foam inserts custom-built to drop into a Pelican 1500 hard case</p>	

# WEBEL TECHNOLOGY LIMITED

## (3) Basic Specification of Data Acquisition and Analysis Software

	Qty.	01 No.		
	Make			
	Model			
Sl. No.	Component	Basic Specification	Detailed Specification	Complied (Yes / No)
1	Data Acquisition and Analysis Software	Data Acquisition and Analysis Software should be a powerful investigation platform that collects digital data, performs analysis, reports on findings and preserves them in a court validated, Forensically sound format.	<p><b>Acquisition</b>            Acquisition Granularity: o            Errors: Specify the number of sectors that get zeroed when an error is found. o Acquisition Blocks: Define the block size. Acquisition Restart: continue a windows-based acquisition from its point of interruption. Logical Evidence Files: an evidence container with only the files or folders you need. CRC: image verified by cyclical redundancy checksum (CRC) and MD5 LinEn utility - acquire evidence via boot disk WinEn utility – acquire RAM evidence</p> <p><b>Automation Tools</b> - Speeds the investigation process : write scripts or use the pre-built scripts Filters and Conditions: more than 150 available Combine filters to create complex queries using simple “OR” or “AND” logic Active Directory Information Extractor Hardware Analysis: automatically culls through the registry and configuration files Recover partitions: automatically rebuilds the structure of formatted NTFS and FAT volumes. Recover deleted files/folders</p> <p><b>Analysis Features</b> Windows event log parser Link file parser – find in unallocated space Compound (e.g., zipped) document and file File Signature analysis Hash analysis File finder – find files in unallocated space</p> <p><b>Viewers</b> Native viewing for ~400 file formats Built-in Registry Viewer External File Viewers Integrated Picture Viewer with Gallery View Timeline/Calendar viewer</p> <p><b>Searching Unicode index search</b> - search extracted text of docs Binary search – search raw binary data Proximity Search Internet and email search Case Sensitive • GREP • Right to Left Reading Active Code Page: keywords in many languages. Big Endian/Little Endian, UTF-8/UTF-7 Search file slack and unallocated space</p> <p><b>Reporting</b> - Automatic Reports Listing of all files and folders in a case Detailed listing of all URLs and corresponding dates and times of web sites visited Document incident response report Log Records Registry Detailed hard drive information about physical and logical partitions View data</p>	

## WEBEL TECHNOLOGY LIMITED

			<p>about the acquisition, drive geometry, folder structures and bookmarked files and images. Export reports in RTF or HTML formats.</p> <p><b>Bookmark Features</b> Highlighted Data Notes Folder Information Notable Files File Groups</p> <p><b>Internet and Email Investigation</b> Browser History Analysis Internet artifacts WEB History &amp; cache analysis HTML carver HTML page reconstruction Kazaa toolkit Instant Messenger toolkit - Microsoft® Internet Explorer, Mozilla Firefox, Opera and Apple Safari Email Support Includes Outlook PSTs/OSTs ('97-'03) Outlook Express DBXs Microsoft Exchange EDB Parser Lotus Notes v6.0.3, v6.5.4 and v7 AOL 6.0, 7.0, 8.0 and 9.0 PFCs Yahoo Hotmail Netscape Mail MBOX archives</p> <p><b>System Support Hardware and software</b> RAIDs. Dynamic disk support for Windows 2000/XP/2003 Server Interpret and analyze VMware, Microsoft Virtual PC, DD and SafeBack v2 image formats. File systems: Windows FAT12/16/32, NTFS; Macintosh HFS, HFS+; Sun Solaris UFS, ZFS; Linux EXT2/3; Reiser; BSD FFS, FreeBSD's Fast File System 2 (FFS2) and FreeBSD's UFS2; Novell's NSS &amp; NWFS; IBM's AIX jfs, JFS and JFS with LVM8; TiVo Series One and Two; CDFS; Joliet; DVD; UDF; ISO 9660; and Palm</p>
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#### (4) Basic Specification of Forensic Workstation

<b>Qty.</b>		01 No.		
<b>Make</b>		MSI		
<b>Model</b>				
Sl. No.	Component	Basic Specification	Detailed Specification	Complied (Yes / No)
1	Processor	Intel® Core i7		
2	Operating System	Windows 8.0 or higher		
3	Chipset	Intel® HM67 or higher		
4	Memory	64 GB DDR4 2400Mhz		
5	Graphics	nVidia GeForce GTX 580M		
6	Storage	1TB OS Drive, 521GB Temp cache / drive and 4TB 7200RPM data drive		
7	Optical Drive	DVD Super Multi		
8	Ethernet	10/100/1000		
9	Keyboard	102-key keyboard by Steel Series		

#### (5) Basic Specification of Mobile & Cloud Data Extractor

<b>Qty.</b>	01 No.
<b>Make</b>	
<b>Model</b>	

## WEBEL TECHNOLOGY LIMITED

Sl. No.	Component	Basic Specification	Detailed Specification	Complied (Yes / No)
1	Mobile & Cloud Data Extractor	Latest version of Oxygen Detective Enterprise including 3 years version upgrade facilities	<p>Cloud data extraction from most popular cloud services and social medias. logical and physical methods of mobile device data acquisition via a regular USB cable. Mobile data extraction and recovery from media and SIM cards via specialized readers</p> <p><b>DETECTIVE FEATURES</b></p> <ul style="list-style-type: none"> <li>• ADVANCED PHYSICAL METHODS</li> <li>• AGGREGATED CONTACTS</li> <li>• ANDROID JET IMAGER</li> <li>• APPLICATIONS</li> <li>• BACKUP AND IMAGE IMPORT</li> <li>• CDR ANALYSIS</li> <li>• CLOUD DATA</li> <li>• CREDENTIALS COLLECTION ON COMPUTER</li> <li>• DATA REPORTS</li> <li>• DATA SCOUT</li> <li>• DATA SEARCH</li> <li>• DELETED DATA</li> <li>• DEVICE INFORMATION</li> <li>• DRONE DATA</li> <li>• ENCRYPTED BACKUPS AND IMAGES IMPORT</li> <li>• EVENT LOG</li> <li>• FILE BROWSER</li> <li>• GEO DATA</li> <li>• IOT DEVICE SUPPORT</li> <li>• KEY EVIDENCE</li> <li>• KEYWORD SEARCH</li> <li>• LINK ANALYSIS</li> <li>• LIVE DATA EXTRACTION</li> <li>• LOCATIONS VISUALIZATION</li> <li>• MESSAGES</li> <li>• ORGANIZER</li> <li>• PASSWORDS</li> <li>• PHONEBOOK</li> <li>• PLIST VIEWER</li> <li>• SQLITE VIEWER</li> <li>• SCREEN LOCK DISABLER</li> <li>• SPYWARE</li> <li>• TIMELINE</li> <li>• WEB CONNECTIONS</li> </ul>	

## WEBEL TECHNOLOGY LIMITED

### (6) Basic Specification of Password Recovery Software

Qty.			01 No.	
Make				
Model				
Sl. No.	Component	Basic Specification	Detailed Specification	Complied (Yes / No)
1	Password Recovery Software	Latest version of Password Kit Forensic with 3 years version upgrade facilities	<p>Centralized password storage, recovery password for mobile, cloud backup and images. Decryption of HDD. Password recovery from memory images, website, email, network connection and registry files. Below are the desired features:</p> <ul style="list-style-type: none"> <li>File types: MS Office Documents</li> <li>OpenOffice Documents</li> <li>Windows Passwords Reset</li> <li>Archives (.zip, .7z, .rar, .exe)</li> <li>Other common file types</li> <li>FDE decryption</li> <li>Mobile forensics</li> <li>Bitcoin Wallets</li> <li>Password Exchange</li> <li>SMS Subscription</li> <li>WEBKIT DATA</li> </ul>	

### (7) Basic Specification of Mobile Workstation

Qty.			01 No.	
Make			MSI	
Model				
Sl. No.	Component	Basic Specification	Detailed Specification	Complied (Yes / No)
1	Processor	Intel® Core i7		
2	Operating System	Windows 8.0 or higher		
3	Memory	32 GB DDR4 2400Mhz		
4	Graphics	GeForce® GTX 1050 Ti with 2GB GDDR5		
5	Storage	1TB		
6	Optical Drive	DVD Super Multi		
7	Ethernet	10/100/1000		
8	Display	15.6" FHD		

## **WEBEL TECHNOLOGY LIMITED**

### **(8) Basic Specification of Accounting Software**

<b>Qty.</b>			01 Set	
<b>Make</b>				
<b>Model</b>				
<b>Sl. No.</b>	<b>Component</b>	<b>Basic Specification</b>	<b>Detailed Specification</b>	<b>Complied (Yes / No)</b>
1	Accounting Software	Compatible for working with the acquired data including 3 years upgrade facilities		

### **(9) Basic Specification of Wiping Device**

<b>Qty.</b>			01 No.	
<b>Make</b>				
<b>Model</b>				
<b>Sl. No.</b>	<b>Component</b>	<b>Basic Specification</b>	<b>Detailed Specification</b>	<b>Complied (Yes / No)</b>
1	Wiping Device	Minimum 8GB/min		

### **(10) Basic Specification of External Hard Disk**

<b>Qty.</b>			04 Nos.	
<b>Make</b>				
<b>Model</b>				
<b>Sl. No.</b>	<b>Component</b>	<b>Basic Specification</b>	<b>Detailed Specification</b>	<b>Complied (Yes / No)</b>
1	External Hard Disk	USB compatible		
2	Storage	4TB		

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

# WEBEL TECHNOLOGY LIMITED

## SECTION – J

### DETAILS OF ORDERS EXECUTED BY BIDDER

(Tender No. WTL/CT/CFL/18-19/023)

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

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

**Note:**

- A. Type of Project shall indicate the implementation of services (Delivery & Installation of Network Security Device).
- 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.

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – K**

### **FINANCIAL CAPABILITY OF BIDDER**

(Tender No. WTL/CT/CFL/18-19/023)

#### **FINANCIAL INFORMATION**

Sl. No.	Name of the Bidder	Turnover (Rs. / Crores)		
		2015-16	2016-17	2017-18
1				

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

**Note:**

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

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – L**

### **BIDDERS'S DETAILS**

(Tender No. WTL/CT/CFL/18-19/023)

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

## **WEBEL TECHNOLOGY LIMITED**

14	Number of Offices in district head quarters in West Bengal	
15	Is your organization has ISO 9001:2008 certificates?	
16	List the major clients with whom your organization has been / is currently associated.	
17	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
18	Have you ever been denied tendering facilities by any Government / Department / Public sector Undertaking? (Give details)	

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_

# WEBEL TECHNOLOGY LIMITED

## SECTION – M

### MANUFACTURER'S AUTHORIZATION FORM

Date:

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

Ref: Tender No.: WTL/CT/CFL/18-19/023 Dated 18.02.19.

WHEREAS \_\_\_\_\_ who are official producers of \_\_\_\_\_ and having production facilities at \_\_\_\_\_ do hereby authorize \_\_\_\_\_ located at \_\_\_\_\_ (hereinafter, the "Bidder") to submit a bid of the following Products produced by us, for the Supply Requirements associated with the above Invitation for Bids.

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

We assure you that in the event of \_\_\_\_\_, not being able to fulfill its obligation as our Service Provider in respect of our standard Warranty Terms we would continue to meet our Warranty Terms through alternate arrangements.

We also confirm that \_\_\_\_\_ is our authorized service provider/system integrator and can hence provide maintenance and upgrade support for our products.

We also confirm that the products quoted are on our current product list and are not likely to be discontinued within 3 years from the day of this letter. We assure availability of spares for the products for the next two years after three years warranty.

We also confirm that the material will be delivered within 4-6 weeks 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 \_\_\_\_\_ 2019

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

# WEBEL TECHNOLOGY LIMITED

## SECTION – N

### FORMAT FOR PRE-BID MEETING QUERY

(Tender No. WTL/CT/CFL/18-19/023)

Name of the Bidder:

Queries

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

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

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_



# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – P**

### **PROFORMA FOR PERFORMANCE BANK GUARANTEE**

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

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

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

(3) WE \_\_\_\_\_ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said order as laid down in the said Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ including the warranty obligations and that it shall continue to be enforceable till all the dues of the Purchaser under or by virtue of the said Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ have been fully paid and its claims satisfied or is charged or till the Purchaser or its authorized representative certified that the terms and conditions of the said Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ have been fully and properly carried out by the said contractor and accordingly discharged the guarantee.

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

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

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

(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.

## **WEBEL TECHNOLOGY LIMITED**

(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)

# **WEBEL TECHNOLOGY LIMITED**

## **INSTRUCTIONS FOR FURNISHING BANK GUARANTEE**

1. Bank Guarantee (B.G.) for Advance payment, Mobilization Advance, B.G. for security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non- Judicial Stamp paper of the applicable value and to be purchased in the name of the Bank.
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.

**WEBEL TECHNOLOGY LIMITED**

**SECTION - O**

**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,**  
**Kolkata – 700091.**

**Sub: Delivery, Installation and Commissioning of Software & Hardware devices for establishment of Cyber Forensic Laboratory at the Directorate of Commercial Taxes, GoWB.**

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/CT/CFL/18-19/023 dated 18.02.19. Delivery, Installation and Commissioning of Software & Hardware devices for establishment of Cyber Forensic Laboratory at the Directorate of Commercial Taxes, GoWB 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 .....2019