

WEBEL TECHNOLOGY LIMITED

NOTICE INVITING e-TENDER

Online Tender documents are invited for supply, installation & commissioning of IP PBX, IP Phone & other accessories from 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/IP/13-14/010 dated 20.01.2014
2.	Tender Version No.	1.0
3.	Brief description of material	Supply, installation & commissioning of IP PBX, IP Phone & other accessories for Directorate of Commercial Taxes.
4.	Tender document Fee	Rs.6000.00 (Rupees Six thousand only)
5.	Earnest Money Deposit	Rs.100000.00 (Rupees One lacs 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	20.01.2014
7.	Pre-Bid Meeting date & time	31.01.2014. at 11.00 Hrs <ul style="list-style-type: none">• Only two persons for each intending bidder's organization, who will submit the Tender document Fee, will be allowed to attend the Pre Bid Meeting.• The person should have proper authorization in respective company Letter Head.• Only queries as per format (Section – Q) reaching WTL by 29.01.2014 at 15.00 hrs will be taken for decision.• Queries will be entertained for those bidders who will submit the Tender document Fee.• Queries will be sent to Manager (Purchase) (wtipurchase@gmail.com) and copy to Mr. P. S. Mitra (psmitra@yahoo.com) /Mr. Debasis Majumder (debasis.wtl@rediffmail.com).
8.	Bid Submission Start date & time	04.02.2014. at 15.00 Hrs
9.	Last date & time of EMD & Tender Application Fee submission	10.02.2014. at 15.00 Hrs
10.	Last date & time of Bid Submission	09.02.2014. at 11.00 Hrs
11.	Date & time of Technical Bid Opening	11.02.2014. at 11.00 Hrs
12.	Venue of Pre-Bid Meeting & submission of EMD & Tender Application 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. P. S. Mitra, Contact no. 23673403-06, Ext. 214 Mr. Arunava Saha, Contact no. 23673403-06, Ext. 212 Mr. Debasis Majumder, Contact no. 23673403-06, Ext. 227

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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 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 15:00 Hrs of 10.02.2014.
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 – B 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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SECTION – A

INTRODUCTION & OBJECTIVE OF THE PROJECT

INTRODUCTION

Webel Technology Limited invites on line tender for supply, installation & commissioning of IP PBX, IP Phone & Other accessories for 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.

OBJECTIVE OF THE PROJECT

Commercial Taxes is a Mission Mode Project of the State being included in the National e-Governance Plan (NeGP) of the Government of India.

Directorate of Commercial Taxes desires state of the art communication system consisting of single main communication server which will take care of intercom and conference facilities by combining voice, data as well as traditional telephony on a single IP based platform. The proposed system will be an IP based communication server, fully modular and fully non-blocking type having distributed architecture and having future provisions for fully duplicated main system controls.

It has now been decided by the Directorate to have its own IP PBX along with IP Phones and other accessories with suitable configuration and to house it at the Beliaghata HQ and other 55(fifty five) CTAX locations (as per section – Q) through out the State of West Bengal. Hence this tender stipulated setting up:-

1. IP PBX system proposed in Directorate of Commercial Taxes HQ (14, Beliaghat Road, Kolkata – 700 015).
2. IP Phones proposed in Beliaghata HQ and other 55 (fifty five) CTAX locations through out the State of West Bengal.

The scope of work definition and responsibilities stated in this document is indicative. However bidder should include any additional products or services required to achieve the functional objective of the project. The purchaser reserves the right to make changes to stated implementation activity or accept bidder’s recommendations for the same during implementation keeping within domain of the stated project objectives.

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SECTION – B

SCOPE OF WORK & RESPONSIBILITY

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 system or software required for the proposed solution. Bids with optional offers would be summarily rejected.
- 2) **Installation, Integration & Implementation:** Installation, integration & implementation will be governed by the stated guidelines and associated standards & in line with the scope of work defined in this document. Installation & commissioning of the Call communication Server and IP phones at the 56 locations of Directorate of Commercial Taxes. This includes supply, installation & commissioning of all required allied facilities etc. that are essential for the job but not explicitly mentioned e.g. UTP patch panel, Patch cord & etc. LAN nodes at each location from connectivity of the IP phones shall be provided by Directorate of Commercial Taxes.

The delivery / supply of the materials may be done by successful Bidder at Kolkata only. The IP phones may be pre-configured at the CTD HQ (Beliaghata) for other locations and bidder shall ensure the delivery and installation of the IP phones at other respective locations. Post installation warranty supports are the sole responsibility of the Bidder.

- 3) **OEM responsibility:** Bidder to include confirmation from the respective OEMs for the products / solution proposed by them for the following:
 - a) All product specific compliance information has been certified by the OEM
 - b) OEM has not withheld any information about the product / solution that undermines the objectives of the proposed solution
 - c) For acceptance of successful installation, bidder to submit item-wise warranty coverage for five years for all hardware, system software, software and accessories from the respective OEMs. The acceptance letter should be included along with the Bills.
 - d) For any change in system part no. / Serial no. of any hardware / software from the time of submission of offer till completion of the contract (for reasons like model changes or replacement systems), bidder should notify the change to the purchaser in written with supporting justification letter from the respective OEM for the change. The Purchaser reserves the right to accept or reject such changes.
- 4) **Testing:** Entrusted bidder must test the installed and integrated systems(s) in-situ and produce system generated report showing that all asked-for minimum specifications and guidelines are met. Integration and testing of components may be jointly done by the WTL/Directorate and entrusted Bidder / System Integrator.
- 5) **Project Management :** Selected bidder will be required to perform the following project management tasks for the assigned areas:
 - a. Provide a detailed strategy and work plan for their scope of work.
- 6) **Support and Maintenance:** Bidder will provide support and maintenance of the entire system for the five years from date of successful Go-Live
 - a) **Support Escalation:** Bidder has to provide an escalation matrix with all details for efficient resolution of issues.
- 7) **Service Quality and Assurance:** Services within installation, warranty period must be rendered with OEM for hardware and systems software components, and by professionally qualified engineers / personnel in the related field. Any damage by the bidder will attract penalty in tangible terms, as fixed by the WTL. Uptime of the integrated system must not be less than 99% calculated and jointly certified,

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with a maximum of 2 (two) instances with a cumulative down-time not exceeding 0.5%, calculated on every quarter of the year, otherwise related penalty clauses as drawn by the WTL will be applicable if the failure can be attributed to the bidder.

- 8) **Acceptance:** After successful installation & commissioning, acceptance report jointly signed and sealed by CTD & WTL.
- 9) **Ownership:** After acceptance, CTD will be the sole owner of the entire infrastructure. For procured system software, the CTD will be the licensee or owner as applicable by the terms and conditions by the licensor.
- 10) **Single Point of Contact:** Entrusted bidder will provide single point of contact for availing warranty services, and monthly report must be submitted to the WTL & CTD of the month under consideration on the 1st working day of next month to the single Point-of-Contact of the WTL & CTD.
- 11) **Warranty:** All hardware component, software and service items should have minimum warranty period of 5 (five) calendar years, from the date of successful commissioning & Final acceptance of the integrated system. Within warranty period, entrusted bidder will replace, re-integrate faulty, buggy components (including firmware) with the latest and new ones but not losing performance, and will get the set-right / performance report jointly signed. Entrusted bidder will provide after warranty with terms, conditions and penalty clauses laid down by the WTL. After warranty, all components will be handed over to the CTD in working conditions (both individual and integrated ones), failure of which will lead to forfeiture of PBG.

For Directorate of Commercial Taxes

1. CTD will provide requisite space for installation of IP PBX system at Beliaghata Building & Network points for SIP phones.

For Webel Technology Limited

1. WTL being the nodal implementation agency for this project shall be responsible for provision of all resources, access and information under its control that are necessary during implementation of work relating to this job. The confidentiality of the data being shared shall be maintained.
2. WTL or its representative will supervise the progress and commissioning of the total installation of IP PBX, IP Phones and other accessories including Partial Acceptance/Final Acceptance. The bidder to conduct such activities shall provide all assistance.

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SECTION – C

ELIGIBILITY CRITERIA

EXISTENCE OF THE BIDDER

1. The bidder must be a company registered under the Companies Act, 1956 of India. Documentary (Certificate of incorporation) 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 VAT Registration Certificate, Service Tax Registration Certificate, & Trade License. Bidder shall have to submit photocopy of the documents.

EXPERIENCE OF THE BIDDER

4. The bidder shall have executed “Similar Nature” of single order an amount not less than Rs.50 Lakhs in last three financial years (considering FY - 2010-11, 2011-12 & 2012-13) in Government Department/PSU/Autonomous Body any reputed organization. References order copy along with proof of completion certificate for the project to be provided.
5. Bidder should have dedicated local call center number. Call center number with detail escalation matrix to be submitted.

FINANCIAL PROFILE

6. The bidder should have an annual turnover of not less than Rs.5 Crores each in the last three financial years (FY – 2010-11, 2011-12 & 2012-13). Bidder shall have to submit photocopy of Audited balance sheet of the above criteria.
7. Bidder should submit Earnest Money Deposit (EMD) of Rs. 100,000.00 (Rupees One Lakh only) in the form of Demand Draft from any Scheduled Bank in favour of Webel Technology Limited payable at Kolkata.

OTHERS

8. Manufacturer’s tender specific authorizations for IP PBX & IP Phone must be submitted as per format enclosed (Section - P).
9. The bidder shall submit a certificate from any of the authorized signatory of the company authorizing a person to sign all relevant papers related to this bid on behalf of the company.
10. 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.

ELIGIBILITY CRITERIA FOR OEM’ S

11. The OEM should be present in Gartner Magic Quadrant for Unified Communication system. Report to be submitted.
12. The OEM should have valid TEC certificate. Photocopy of certificate to be submitted.
13. OEM should have direct presence in Kolkata with Service setup. Service setup with escalation matrix to be submitted

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SECTION – D

DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	20.01.2014 & 00.00 hrs
2	Documents download/sale start date (Online)	20.01.2014 & 00.00 hrs
3	Last Date and time of sending the queries (Offline)	29.01.2014 & 15.00 hrs
4	Pre Bid Meeting at WTL Office (Off Line)	31.01.2014 & 11.00 hrs
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	04.02.2014 & 15.00 hrs
7	Last Date & time of submission of original Demand Draft/Pay Order for cost of Earnest Money Deposit (Off line)	10.02.2014 & 15.00 hrs
8	Last Date & time of submission of original Demand Draft/Pay Order for cost of Tender Documents, in case the bidder did not attend the Pre Bid Meeting (Off line)	10.02.2014 & 15.00 hrs
9	Bid Submission closing date & time (On line)	09.02.2014 & 11.00 hrs
10	Bid opening date & time for Technical Proposals (Online)	11.02.2014 & 11.00 hrs
11	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any	-
12	Date for opening of Financial Bid (Online)	-

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SECTION – E

INSTRUCTION TO BIDDER

1. DEFINITIONS

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

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

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

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

“Contract” is used synonymously with Agreement.

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

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

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

“Installation” Shall means installation of supplied Hardware, System Software, Software and associated accessories, implementation and integration of achieve functional objective define in the RFP.

“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.

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

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

“GoI” shall stand for the Government of India.

“GoWB” means Government of West Bengal

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

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

“Similar Nature of Work” means Supply, Installation & Successful commissioning of IP BAX, IP phones and other related job.

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“Project” Supply, installation & commissioning of IP PBX, IP Phone & Other accessories for Directorate of Commercial Taxes, GoWB

“Project Plan” means the document to be developed by the Contractor and approved by Webel Technology Ltd., based on the requirements of the Contract and the Preliminary Project Plan included in the Contractor’s bid. For the sake of clarity, the Agreed and Finalized Project Plan” refers to the version of the Project Plan submitted by the contractor after receiving the letter of Award and the same approved by Webel Technology Ltd. The project plan may be changed/ modified during the course of the project. Should the Project Plan conflict with the provisions of the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

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

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

“Similar Nature” includes Supply, installation & commissioning of IP PBX, IP Phone & Other accessories.

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

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

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

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

“Period of Agreement” means 5 years from the date of Final acceptance of the Project.

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

“CTD” mean Commercial Tax Directorate

“CTAX” mean Commercial Taxes

“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 Gov. of W. Bengal undertaking.

2. PRE BID MEETING

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Pre Bid Meeting will be held on 31.01.2014 at 11.00 hrs at premises of WTL. Bidder can end their queries as per format (Section - Q) to Manager (Purchase) (wtlpurchase@gmail.com) and copy to Mr. P. S. Mitra (psmitra@yahoo.com) / Mr. Debasis Majumder (debasis.wtl@rediffmail.com). 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 for those who will submit the tender document fee before the Pre Bid Meeting.

3. COST OF BIDDING

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

4. BID DOCUMENT

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

5. AMENDMENT OF BID DOCUMENT

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

6. MODIFICATION AND WITHDRAWAL OF BIDS

The bidder may modify or withdraw its bid after submission, if written notice of the modification or withdrawal is received by WTL before the deadline prescribed for bid submission. The bidder's modification shall be prepared, sealed, marked and dispatched as follows:

The bidders shall provide in original of any modification to its bid, clearly identified as such, in separate envelope duly marked Bid Modification. The envelope shall be duly marked Bid Modifications.

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

A bidder wishing to withdraw its bid shall notify WTL in writing prior to the deadline prescribed for the bid submission. A withdrawal notice may be sent by post or the telefax followed by post confirmation post marked not later than the deadline for submission of bids. The notice of withdrawal shall be addressed to WTL at the address as mentioned/stated in the documents, bear the tender reference number and the words Bid Withdrawal Notice.

Bid Withdrawal Notice received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validly submitted bid. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the RFP. Withdrawal of the bid during this interval may result in the bidder's forfeiture of its EMD, pursuant to this RFP.

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

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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.100000/- (Rupees One Lakh 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. The validity of EMD instrument will be initially 3 months, have to extend, if required.

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. 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 the contractor should submit a Performance Bank Guarantee (PBG) equivalent to 10% of the total contract value within three weeks from the date of receipt of Letter of Award/Order. The PBG should be valid for six month more than the warranty period. All delivery of the material will have to be completed within 30 days from the date of acceptance of contract and the contractor has to ensure all activities leading to the commissioning of the contract to be completed within 45 days from the date of award. Subsequent to the award of contract, the contractor will have to arrange for the requisite material as per BOM.

14. TIME SCHEDULE FOR DELIVERY & INSTALLATION

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- (A) All delivery of the material will have to be completed within 45 days from the date of acceptance of contract.
- (B) All activities leading to the commissioning of the contract to be completed within 60 days from the date of award

15. LIQUIDATED DAMAGE

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

16. PENALTY

Penalty for deviation of warranty support clause no. 34 will be deducted from 24A (c).

- a) Each violation of uptime requirement (less than 99%) in each quarter will attract penalty of 1% of the yearly payable.
- b) Each down instance (beyond the admissible five) in each quarter will attract penalty of 1% of the yearly payable.

17. 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.

18. 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., Commercial Tax Directorate, Government of West Bengal. A scheduled confirmed by the customer is depicted below:

(A) All deliverable Hardware

- a) 75% payment of the total deliverable Hardware value will be made after successful delivery of Hardware and System Software with proper documentation.
- b) Remaining 25% payment of total deliverable Hardware value will be released after successful commissioning.

(B) Installation & Commissioning Charge

- a) 80% of the Installation & Commissioning Charge will be made after successful commissioning.
- b) Remaining 20% of the Installation & Commissioning Charge will be made after one month of successful commissioning.

(C) Facility Management Charges

- a) Payment for Facility Management Support: Payment will be made on quarterly deferred basis. Quarterly Facility Management Support charges will be calculated as: (total value of Facility Management Support charges)/20 (20 quarter = Five years).

19. 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.

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

20. PATENTS & COPYRIGHT

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

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

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

21. GOVERNING LAWS

This contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract. The Contractor shall keep himself fully informed of all current national, state and municipal law and ordinances. The Contractor shall at their own expense, obtain all necessary permits and licensed and pay all fees and taxes required by law. These will be contractor's entire obligation regarding any claim of infringement.

22. CORRUPT OR FRAUDULENT

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

23. BIDDING CLAUSE

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

The Tender Committee reserves the right:

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

24. WORKMEN'S COMPENSATION

In every case in which by virtue of the provision of the workmen's compensation Act 1923 or any other relevant acts and rules, compensation to a workmen employed by the contractor, is payable, then this

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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 PBG.

30. BANKRUPTCY

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

31. FORCE MAJEURE

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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 for damages or additional cost or expense occurred by the delay or nonperformance. If, and to the extent, that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

32. INSURANCE COVERAGE

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

33. WARRANTY

The Bidder/OEM will warranty that products supplied under the contract are newly made and are free from defects in the design, engineering and workmanship. The bidder would be responsible for the up keep and maintenance of the infrastructure and necessary deliverables under the scope of work during the entire warranty period, as mentioned in Bill of Material, from the date of final acceptance of the system by the customer. The bidder 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 (five years from the final acceptance from the customer) will be on site and comprehensive (including spares) and free of cost for the entire warranty period.

34. WARRANTY SUPPORT

The equipment supplied will be warranted against bad workmanship and manufacturing defects, as mentioned in Bill of Material, from the dated of acceptance of the system whole or part. Service support for the entire warranty period will be on site and comprehensive (including spares and all software support) and free of cost for the entire warranty period. The bidder should have a call centre working for normal office hours. The contact details of the call centre must be furnished along with the bid. Any

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call logged with the service centre must be given a running docket number to the person reporting the call. The call log as well as resolution details have to be submitted to WTL on a fortnightly basis. Non-receipt of report within the specific date would be treated as non-performance of the service obligation and subsequent extension of warranty. The average uptime averaged over each quarter should be as follows:

Category	Uptime Requirement per quarter	Response Time Requirement	Maximum Resolution Time	Maximum no. of down instances per quarter
Machine located in Kolkata	99.0%	1 Hour	4 Hours	Five (05)

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

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 – S).

36. CONTRACTOR'S RESPONSIBILITIES

Refer Section – B (Scope of Work & Responsibility)

37. PURCHASER'S RESPONSIBILITIES

Refer Section – B (Scope of Work & Responsibility)

38. 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.

39. 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.

40. 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.

41. 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

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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.

42. TAXES & DUTIES

- The prices shall be inclusive of all taxes & levies including Service Tax. However the rate of taxes should be indicated separately in the Price Bid. The Purchaser shall reimburse taxes and levies at actual as applicable at the time of delivery.
- For the purpose of the Contract, it is agreed that Contract Price specified in Price Bid, is based on the taxes & duties and charges prevailing at the date one day prior to the last date of Bid submission date.
- Deduction of all statutory and necessary Tax from each bill will be made as per Government Order prevailing at the time of payment. Necessary tax deduction certificate will be issued on demand by the Company.
- Bidder submitting a tender shall produce up to date VAT, Income Tax and Profession Taxes Certificate in the standard form from the Tax Authority or a Certificate that the assessment is under consideration. All such clearance certificates shall remain valid on the last date of permission.

43. 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.

44. BID DUE DATE

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

45. LATE BID

Any proposal received by WTL after the deadline for submission of proposals may not be accepted. WTL reserves the right to accept of the late entries.

46. OPENING OF BID BY WTL

Bids shall be opened and downloaded in the presence of Tender Committee and Bidder's representative (maximum 2) may attend, which is not compulsory. The bidder's representatives who are present shall sign a register evidencing their attendance and produce necessary authorization. The bidder's name, Bid modifications or withdrawals, discounts and the presence or absence of relevant Bid Security and such other details as WTL office at his/her discretion, may consider appropriate, shall be announced at the opening. WTL shall open the bid security at mentioned time.

47. 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.

48. 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.

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49. BID CURRENCIES

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

50. PRICE

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

51. 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.

52. NON-TRANSFERABILITY OF TENDER

This tender document is not transferable. Only the bidder, who has purchased this tender form, is entitled to quote.

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

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- 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.

58. 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.

59. FINAL INSPECTION

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

60. 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.

61. 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.

62. 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.

63. 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.

64. QUALITY CONTROL

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

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65. 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”).

66. 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.

67. 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) Item, if any other than specified in BOM, felt necessary to complete the installation & commissioning may please be quoted separately with clarification and reflected in the deviation sheet.
- 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) The customer at its discretion may extend the deadline for the submission of Bids.
- 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) No variation in or modification of the terms of the Agreement shall be made except by written amendment signed by the parties.
- n) Tender documents are not transferable. Bidders must buy the tender documents in their own name.
- o) The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

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SECTION – F

TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT

1. EVALUATION PROCEDURE

- Bidders who have submitted the valid Bid Security, i.e., EMD, Tender Document Fee & Bid Form (Section - G) as per requirement shall be considered for further evaluation. Absence of these documents may lead to summary rejection of the bid.
- The Eligibility Criteria (Section - C) 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 - L. Deviation in specification shall not be allowed. Bidder qualified in Technical Specification shall be considered for further evaluation.
- The Tender Committee would evaluate the Techno Commercial Evaluation. In order to facilitate the evaluation, the marking scheme presented is an indication of the relative importance of the evaluation. Bidders securing a minimum of 70% marks in the Techno Commercial Evaluation will only be considered for next step.
- After qualifying in Techno Commercial Evaluation, qualified bidders will only be considered for Price Bid evaluation.

2. EVALUATION CRITERIA

Techno Commercial Evaluation

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

Description	Max Score	Details	Break Up
A. Organization Capacity			
Proof of Job carried out	50	The bidder shall have executed "Similar Nature" of single order an amount not less than Rs.50 Lakhs in last three financial years (considering FY - 2010-11, 2011-12 & 2012-13) in Government Department/PSU/Autonomous Body any reputed organization. References Work order / Purchase copy along with proof of completion certificate for the project to be provided.	20
		Further maximum Three "Similar Nature" of System integration orders each amounting to minimum of Rs.10 Lakhs in last 5 financial years (considering FY – 2008-09 to 2012-13) in Government Department / PSU / Autonomous Body or any reputed organization. References order /Purchase copy / proof of completion for the project to be provided. For each project bidder will get ten (10) marks	30
B. Financial Profile			
The bidder should have total annual turnover of in the last three financial years (FY – 2010-11, 2011-12 & 2012-13).	30	Average turnover for last three FY (FY – 2010-11, 2011-12 & 2012-13) => 15 Crore	10
		Average turnover for last three FY (FY – 2010-11, 2011-12 & 2012-13) => 20 Crore	20
		Average turnover for last three FY (FY – 2010-11, 2011-12 & 2012-13) => 25 Crore & above	30
C. Customer Feedback			
Satisfactory Service Feed Back by Customer.	20	Customer feed back by 2 Clients / different orders	8

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For each customer feedback report bidder will get four (4) marks		Customer feed back by 3 Clients / different orders	12
		Customer feed back by 5 Clients / different orders	20

3. FINAL EVALUATION

Price bid of the bidders qualifying in the Techno Commercial bid evaluation will be evaluated. The bidder who has qualified in the Techno Commercial bid evaluation and returns with lowest quote in financial bid would normally be awarded the contract subject to Post Qualification.

4. AWARDING OF CONTRACT

An affirmative Post Qualification determination will be prerequisite for award of the contract to the most overall responsive bidder. A negative determination will result in rejection of bidder's bid, in which event the WTL will proceed to the next lowest evaluated bidder to make a similar determination of that bidder's capability to perform satisfactorily. WTL will award the contract to the successful bidder whose bid has been determined to be substantially responsive after final negotiation may held with the most responsive bidder, if required. This is a turnkey job in a nature, so bidder(s) to quote all the items mentioned in the tender document, which can ensure single point contact / sole responsibility of the bidder(s) towards project execution. The successful bidder (s) will have to give security deposit in the form of Performance Bank Guarantee.

5. 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 Commercial Taxes 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

BID FORM

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

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

Sub: Supply, installation & commissioning of IP PBX, IP Phone & Other accessories for Directorate of Commercial Taxes, GoWB

Dear Sir,

We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. WTL/CT/IP/13-14/010 dated 20.01.2014, Version – 1.0, do hereby propose to execute the job as per specification as set forth in your Bid documents.

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.

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

Earnest Money Deposit: We have enclosed EMD in the form of Demand draft for a sum of Rs.100 000/- (DD no. _____ dated _____ drawn on _____).

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.

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.

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).

We agree that WTL reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, thisday of2014

Thanking you, we remain,

WEBEL TECHNOLOGY LIMITED

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

Signature & Authorized Verified by

.....
Name & Designation

.....
Full Signature & Stamp

WEBEL TECHNOLOGY LIMITED

SECTION – H

GUIDANCE FOR E-TENDERING

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

1. Registration of Bidder:

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

2. Digital Signature Certificate (DSC):

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

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

4. Participation in more than one work:

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

5. Submission of Tenders:

Tenders are to be submitted through online to the website stated above in two folders at a time, one in Techno Commercial Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats)

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

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 Application Fee
3. Bid Form as per format (Section – G)

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

1. Copy of N I T duly stamped & signed
2. Declaration of Eligibility Criteria, Section - T

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

1. Technical Specification With Compliance Statement (Section – L)
2. Manufacturer Authorisation Form (Section – P)
3. Technical Capability of Bidder (Section – N)

Financial Cover:

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

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

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

WEBEL TECHNOLOGY LIMITED

Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES	A1. CERTIFICATES	<ul style="list-style-type: none"> • VAT Registration Certificate • Service Tax Registration Certificate, • Trade License • Copy of Certificate of Incorporation as per Clause – 1 of Section – C • Copy of Certificate as per Clause – 2 of Section – C • Bidder Certificate as per Clause no. 9 of Section – C • Bidder Certificate as per Clause no. 10 of Section – C
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	<ul style="list-style-type: none"> • Company Profile (Not more than 3 pages)
		B2. COMPANY DETAILS 2	<ul style="list-style-type: none"> • Order copy as per Clause no. 4 of Section – C
C	CREDENTIAL	CREDENTIAL 1	Bidder's Details as per format Section – 0
D	FINANCIAL INFO	WORK IN HAND	Financial Capability of Bidder as per format (Section – N)
		P/L & BALANCE SHEET 2009-2010	P/L & BALANCE SHEET 2010-2011
		P/L & BALANCE SHEET 2010-2011	P/L & BALANCE SHEET 2011-2012
		P/L & BALANCE SHEET 2011-2012	P/L & BALANCE SHEET 2012-2013
E	DECLARATION	DECLARATION 1	Call Center details as per Clause no. 5 of Section – C
		DECLARATION 2	Documents as per Clause no. 11, 12 & 13 of Section – C
		DECLARATION 3	Order copies with completion certificate as per Evaluation Criteria, Section – E
F	MANPOWER	TECHNICAL PERSONNEL	Customer Feedbacks as per Evaluation Criteria, Section - E
		TECHNICAL PERSONNEL ON CONTRACT	

WEBEL TECHNOLOGY LIMITED

SECTION – I

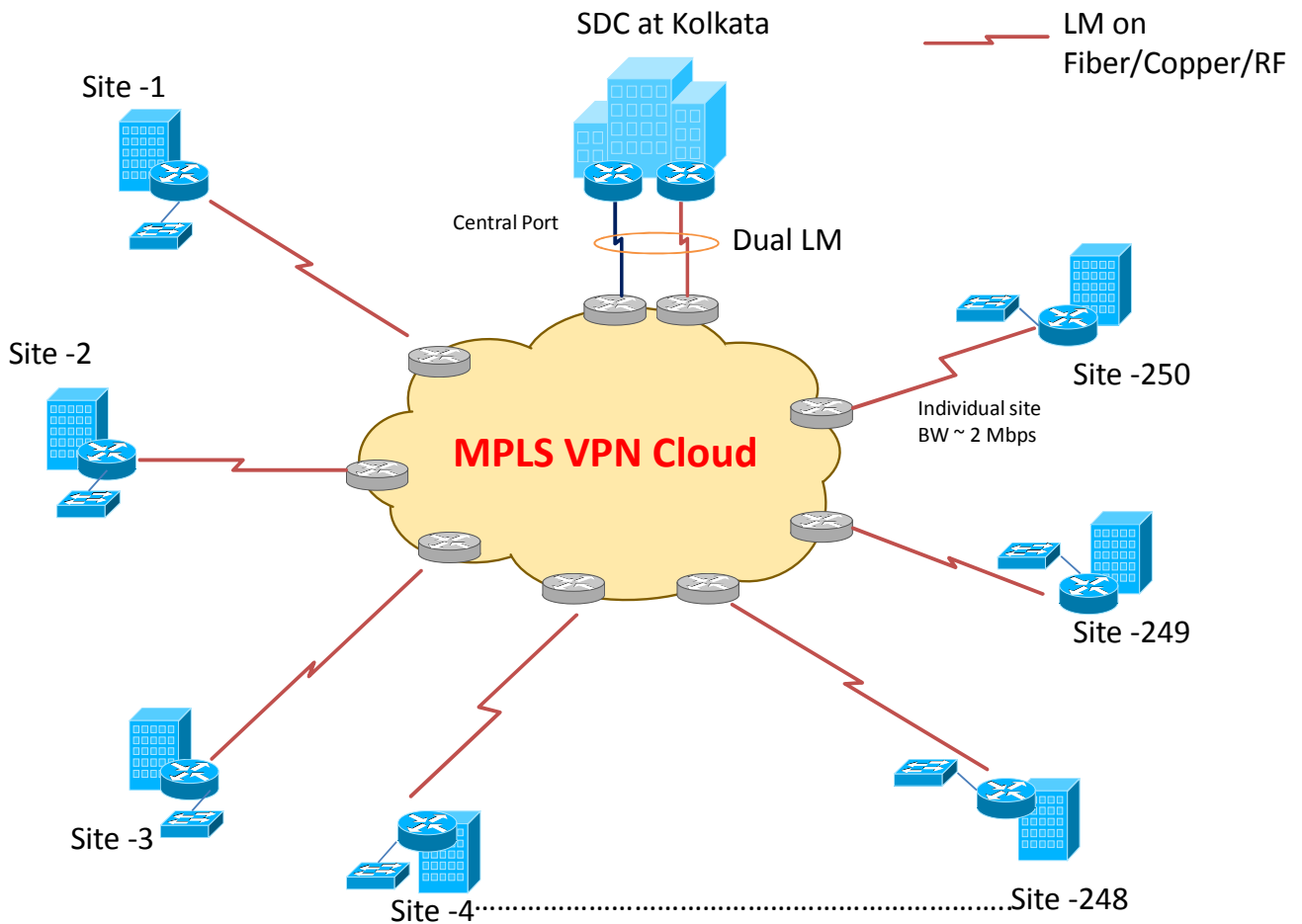
EXISTING SETUP & TECHNICAL DETAILS

Commercial Tax Department presently has total 55 nos. branch offices along HQ situated in Beliaghata.

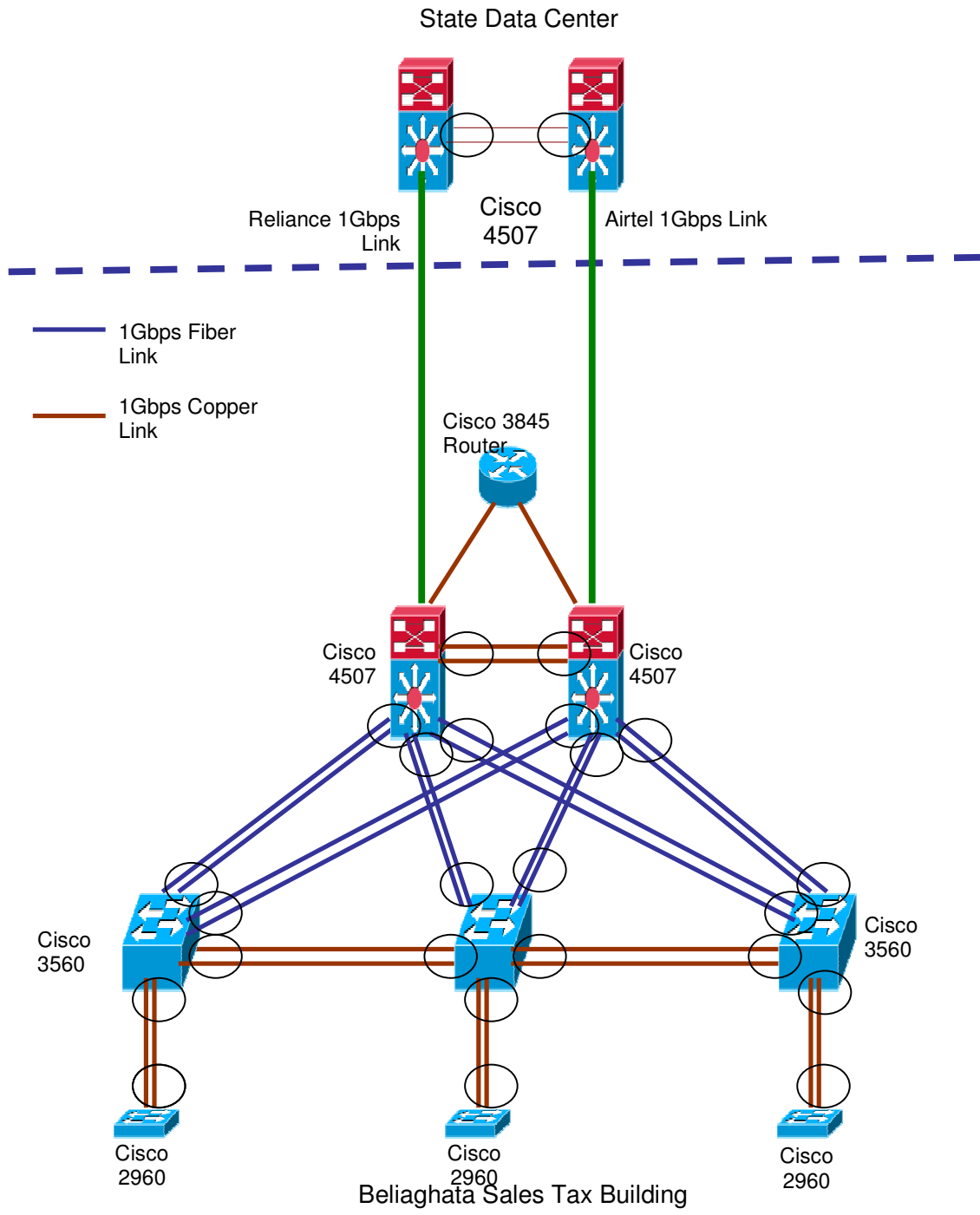
Presently 55 locations (Spoke location) of Directorate of Commercial Taxes has WAN connectivity through MPLS-VPN (Spoke bandwidth – 2Mbps) and Direct BSNL leased line / West Bengal State Wide Area Network (WBSWAN).

Directorate of Commercial Taxes also has L2 manage switch in 56 location including Beliaghata Head quarter.

Logical Network Schematic - MPLS



WEBEL TECHNOLOGY LIMITED



WEBEL TECHNOLOGY LIMITED

SECTION - J

PROPOSED LAYOUT WITH TECHNICAL DETAILS FOR IP PBX SYSTEM

Diagram - I
IP PBX SYSTEM

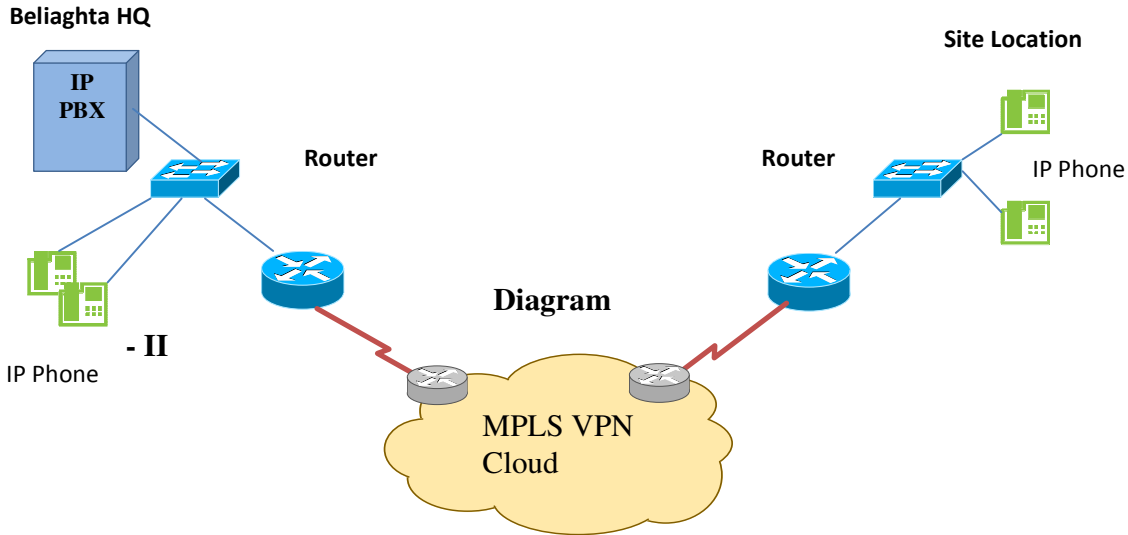


Diagram - II
PRI Trunking with Existing EPABX



WEBEL TECHNOLOGY LIMITED

SECTION – K

BILL OF MATERIAL

Sl. No.	Type of Equipment / Component / Supply / Works	Unit	Qty	Remarks
1.	Rack mountable communication server in hot standby mode (active-standby) and equipped for 1000 VoIP user license, 08 CO trunk licenses & ISDN PRI (60 channels) licenses (As per specification given A1 in Section – L)	No.	01	
2.	IP phone with LAN mini switch (As per specification given A2 in Section – L)	Nos.	800	
3.	PRI Trunking with Existing EPABX including commissioning charge	No.	01	
4.	Unified Communication License for e-mail migration with IBM Lotus Notes	Per User	At Actual	
5.	Software for PC based Soft Phone	No.	200	
6.	Installation, Commissioning & Integration charge	LS	1	
7.	Facility Management Charge for five years after successful installation, commissioning & integration	LS	1	

Bill of quantity may change at the time of ordering.

Detailed Technical Specifications are given in Section - L

WEBEL TECHNOLOGY LIMITED

SECTION - L

TECHNICAL SPECIFICATION WITH COMPLIANCE STATEMENT

(Tender No. WTL/CT/IP/13-14/010)

Minimum Technical Specifications of Rack mountable server based IP PBX in hot standby mode (active-standby)

- Hyperlinked reference (Section/Page no.) by the bidder-must be hyperlinked in soft copy
- 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 the serial no. as mentioned in minimum specification in the RFP

Quantity :		01 (One) No.			
Make:					
Model:					
Part No.					
Sl. No.	Component / Performance / Utility	Minimum Specification	Specification (Quoted / Applicable – by the bidder)	Complied (Yes / No)	Remarks
1.	System Design and Features	Architecture of offered system should be server- gateway			
		The offered duplicated server based system should be able to cater to 2000 IP users without adding more servers.			
		System should be deployed in hot-standby mode i.e. one in active mode, and the other in standby mode			
		The Communication servers shall be based on 64 bit computing platform			
		Each server shall be powered by Intel/AMD Quad Core processor			
		The operating platform shall be based on open standards.			
		Each communication server shall constitute of atleast 4 GB RAM or higher			
		Each of the communication server shall have minimum 1 TB HDD			
		Total Minimum of 08 gigabit LAN interfaces			
		Total Minimum 02 USB interfaces			
		RP (Redundant Power) and RB (Redundant backup) is mandatory.			
		Cooling fans with temperature controlled sensors			
		Indicator LCD display panel for status of the Servers			
		19" form factor for the communication server and the media gateways			
		The IP gateway must not have any embedded server or CPU or motherboard			
		Only TCP/IP connectivity (not proprietary protocol) between the server and the gateway			
		The offered system should support networking with compatible systems over QSIG and SIP. Documentary evidence, test reports should be enclosed.			

WEBEL TECHNOLOGY LIMITED

		The system should have the compatibility to connect an external PC for maintenance programming			
		The system should support remote fault diagnosis/rectification up to card level			
		Call statistics reports as required by the user should be available on the monitor as well as printouts. The formats of printouts should be programmable			
		The maintenance of the system should also be possible from web browser/ GUI			
		The system should have in built diagnostic features such as isolation/detection of faulty line/junction and restoration of faulty lines/junctions after rectification			
		The offered system should have remote maintenance facility using dial up connection for remote maintenance with proper password protection			
2.	User Features	Caller Line Identification			
		Number Redial			
		Call Forwarding (Fixed Call Forwarding, System Call Forwarding, Forced Call Forwarding, Subscriber controlled Diversion, Delayed Call Forwarding on Busy, Network-wide Call Forward on No Reply after Transfer, Call Forwarding on No Answer)			
		Call Pickup (Group Call Pickup, Directed call pick-up, Call Pickup for Executive/Secretary systems)			
		Executive, Private, Secretary Line			
		Network-wide Direct Station			
		Deactivation of Secretarial Intercept			
		Call Parking			
		Speed Dialing			
		Call Back (Call Back on Busy, Call Back on No Answer)			
		Call Transfer (Transferring external calls, Transferring before answering over DSS1 type calls, Transferring internal calls)			
		Conference (20 numbers of such 8 party conferences should be simultaneously possible)			
		Enable/Disable Second Call Feature			
		Timed Reminder Service			
		Auto Setting and Relocating			
		Direct Station Selection			
		PIN Functions (Input Priorities, Several PINs at one home station, PIN users without home station, Identical PINs			
		10 digit PIN Code Length			
		Do Not Disturb			
		Voice Calling/Hands-Free Answer			
		Single Number Group			
		Unified Communication			

WEBEL TECHNOLOGY LIMITED

		The IP PBX shall support future up-gradation of all users configured as unified communication users. The unified communication application shall ensure user presence, call journals, call directories, conferences (meet-me or blast dial), instant messenger, voicemails, faxes, sms etc can integrated into a single email client like MS Outlook/Lync, IBM Lotus Notes etc. The system shall inherently be configured to support unified voice mail facility for all from day one. The Voicemail must not be an appliance based standalone voicemail but needs to be mandatorily part of the unified communication offering capable for expansion to a full fledged UC capability with features as mentioned above. Simultaneous access to the Unified Messaging Server's Voice Mail box must be initially configured for 16 IP channels and expandable to 30 IP channels.			
		The system should have future capability of supporting video conferencing over SIP video phones. Test certificates of such facility should be enclosed			

Minimum Technical Specifications of IP Phone

- Hyperlinked reference (Section/Page no.) by the bidder-must be hyperlinked in soft copy
- 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 the serial no. as mentioned in minimum specification in the RFP

Quantity :		800 (Eight Hundred) Nos.			
Make:					
Model:					
Part No.					
Sl. No.	Component / Performance / Utility	Minimum Specification	Specification (Quoted / Applicable – by the bidder)	Complied (Yes / No)	Remarks
1.	Feature	10/100 Base Tx LAN mini switch for single wire to desk connectivity			
		Powered with full duplex Speaker phone			
		5 line tiltable LCD Display with adjustable display contrast			
		4 programmable Keys			
		4 Fixed functions Keys for personalise the phone			
		Store 500 contacts in a phone book along with various options			
		Call Log (for incoming & outgoing calls			
		LDAP synchronization			
		Messaging facilities			
		Options like Review, delete, redial incoming calls/outgoing calls			
		4 way Navigation keys that makes the phone easy to use			
		Provision of standard 3.5 mm headset Jack			

WEBEL TECHNOLOGY LIMITED

	Adjustable Volume Control for Ringer/Handset/Speaker			
	Alarm			
	Displays date and time			
	Plays music when kept on hold			
	Updates/upgrades its software automatically via FTP/TFTP			
	SIP Protocol support (RFC 3261,RFC 2543			
	Supported voice codecs -: G.711a/u, G.723, G.729, G.722			
	DTMF support: RFC2833 Inband DTMF SIP Info			
	Support SNTP: Obtain the network time			
	Support Nat transversal: STUN function			
	Support dialing standard base on E.164			
	Support TFTP, FTP, HTTP			
	IEEE 802.1P/802.1Q/ToS 10 Base T/100Base TX			
	DHCP and static IP address			
	Supports PoE			
	Support DMZ, PPTP			
	Support POE power supply, Meet IEEE802.3af standard PD: 0			
	Support WAN and LAN port, 10/100Base-T RJ-45			

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

WEBEL TECHNOLOGY LIMITED

SECTION – M

TECHNICAL CAPABILITY OF BIDDER

(Tender No. WTL/CT/IP/13-14/010)

Sl. No.	Project Name	Start Date	End Date / Status	Brief description of project & scope of work (implementation, operation & maintenance)	Type of project	Approx value of the project	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 (Supply of IP PBX, IP Phones including Implementation of IP PBX system & support etc).
- B. Scope of work shall indicate whether it is implementation, Operation or maintenance.
- C. Submit Customer Order Copy details of the order indicating the project value, customer contact details, project completion certificate, customer satisfaction certificate etc.

WEBEL TECHNOLOGY LIMITED

SECTION – N

FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/CT/IP/13-14/010)

FINANCIAL INFORMATION

Sl. No.	Name of the Bidder	Turnover (Rs. / Crores)		
		2010-11	2011-12	2012-13
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 – O

BIDDERS'S DETAILS

(Tender No. WTL/CT/IP/13-14/010)

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	
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	<p>Is the firm</p> <ul style="list-style-type: none"> ▪ a Government/ Public Sector Undertaking ▪ a propriety firm ▪ a partnership firm (if yes, give partnership deed) ▪ a limited company or limited corporation ▪ a member of a group of companies, (if yes, give name and address and description of other companies) ▪ a subsidiary of a large corporation (if yes give the name and address of the parent organization). If the company is subsidiary, state what involvement if any, will the parent company have in the project. 	
8	Is the firm registered with Sales Tax department? If yes, submit valid VAT 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	<p>What type best describes your firm? (Purchaser reserves the right to verify the claims if necessary)</p> <ul style="list-style-type: none"> ▪ Manufacturer ▪ Supplier ▪ System Integrator ▪ Consultant ▪ Service Provider (Pl. specify details) ▪ Software Development ▪ Total Solution provider (Design, Supply , Integration, O&M) ▪ IT Company 	
14	Number of Offices in district head quarters in West Bengal	

WEBEL TECHNOLOGY LIMITED

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 – P

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/IP/13-14/010, Version – 1.0 dated 20/01/2014

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

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

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

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

We also confirm that the products quoted are on our current product list and are not likely to be discontinued within 5 years from the day of this letter. We assure availability of spares for the products for the next five years after five years warranty.

We also confirm that the material will be delivered within 60 days from the date of placement of confirmed order.

Name _____ In the capacity of _____

Signed _____

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

Dated on _____ day of _____ 2014

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

WEBEL TECHNOLOGY LIMITED

SECTION – Q

FORMAT FOR PRE-BID MEETING QUERY

(Tender No. WTL/CT/IP/13-14/010)

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 – R

LOCATIONS FOR INSTALLATION

1. 80% of the total quantity will be installed and commissioned at Kolkata.
2. 20% of the total quantity will be installed and commissioned at District Head Quarters, Sub-Division & Other location.
3. Final location will be intimated at the time of placement of order.
4. All materials are initially to be delivered at Commercial Taxes Head Quarter (14, Beliaghata Road, Kolkata – 700 015). After necessary checking, testing, marking of the all materials under supervision of WTL, successful bidder will take necessary step to transport the material at installation site and take up the installation there at their own cost. Any sticker/ stationery item required to complete the marking will be provided by successful bidder.

WEBEL TECHNOLOGY LIMITED

SECTION – S

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

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

Ref Bank Guarantee no.....

Date.....

PROFORMA OF BG FOR SECURITY DEPOSIT

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 - T

DECLARATION OF ELIGIBILITY CRITERIA

(Tender No. WTL/CT/IP/13-14/007)

Sl. No.	Eligibility Criteria	Document Submitted	Documents submitted
1	The bidder must be a company registered under the Companies Act, 1956 of India. Documentary (Certificate of incorporation) evidence to be submitted.	Yes/No	
2	The bidder should have their presence in Kolkata with own office. Valid proof should be submitted along with the bid.	Yes/No	
3	The bidder should have valid VAT Registration Certificate, Service Tax Registration Certificate, & Trade License. Bidder shall have to submit photocopy of the documents.	Yes/No	
4	The bidder shall have executed "Similar Nature" of single order an amount not less than Rs.50 Lakhs in last three financial years (considering FY - 2010-11, 2011-12 & 2012-13) in Government Department/PSU/Autonomous Body any reputed organization. References order copy along with proof of completion certificate for the project to be provided.	Yes/No	
5	Bidder should have dedicated local call center number. Call center number with detail escalation matrix to be submitted.	Yes/No	
6	The bidder should have an annual turnover of not less than Rs.5 Crores each in the last three financial years (FY – 2010-11, 2011-12 & 2012-13). Bidder shall have to submit photocopy of Audited balance sheet of the above criteria.	Yes/No	
7	Bidder should submit Earnest Money Deposit (EMD) of Rs. 100000.00 (Rupees One Lakh only) in the form of Demand Draft from any Scheduled Bank in favour of Webel Technology Limited payable at Kolkata.	Yes/No	
8	Manufacturer's tender specific authorizations for IP PBX & IP Phone must be submitted as per format enclosed (Section - P).	Yes/No	
9	The bidder shall submit a certificate from any of the authorized signatory of the company authorizing a person to sign all relevant papers related to this bid on behalf of the company.	Yes/No	
10.	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.	Yes/No	
11	The OEM should be present in Gartner Magic Quadrant for Unified Communication system. Report to be submitted.	Yes/No	
12	The OEM should have valid TEC certificate. Photocopy of certificate to be submitted.	Yes/No	
13	OEM should have direct presence in Kolkata with Service setup. Service setup with escalation matrix to be submitted.	Yes/No	

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of Company: _____