

BID DOCUMENT

OPEN TENDER: "RATE CONTRACT FOR SUPPLY, INSTALLATION & COMMISSIONING OF INTEGRATED COMPUTER CUM PROJECTOR (ICP) AND ACCESSORIES IN WEST BENGAL, VALID FOR ONE YEAR

Tender no. : **RC/WIL/16-17/001dated 16/11/2016**

Due Date: 01/12/2016 (15.00 Hrs.)

TWO PART BID
PART-1: TECHNO-COMMERCIAL BID
PART-2: PRICE BID

**WEBEL INFORMATICS LIMITED
(A Govt. of West Bengal Undertaking)
225 F, A.J.C. BOSE ROAD, 4th FLOOR, KOLKATA – 700 020**

TENDER VALID FOR WEBEL INFORMATICS LIMITED

NOTICE INVITING TENDER NO. : RC/WIL/16-17/001dated 16/11/2016

Sealed Tenders are invited for “**RATE CONTRACT FOR SUPPLY, INSTALLATION & COMMISSIONING OF INTEGRATED COMPUTER CUM PROJECTOR (ICP) AND ACCESSORIES**” VALID FOR ONE YEAR FROM THE DATE OF AGREEMENT” from OEM / Channel Partners of OEM’s, having sufficient experience and credentials for successful completion of similar nature of work preferably in Govt. Departments. Similar nature means supply, installation and commissioning of computer hardware and peripherals.

Brief description of work	Tender Document Fee (Rs)	Earnest Money Deposit (EMD / BG) (Rs)	Start date of Tender availability at Office	Last date and time of Tender submission	Date of opening of Tender (Technical Part)
OPEN TENDER: “RATE CONTRACT FOR SUPPLY, INSTALLATION & COMMISSIONING OF INTEGRATED COMPUTER CUM PROJECTOR (ICP) AND ACCESSORIES” VALID FOR ONE YEAR	Rs.2000/- (In the form of DD in favour of WEBEL INFORMATICS LIMITED)	Rs.1 Lac (In the form of DD or BG in favour of WEBEL INFORMATICS LIMITED). BG should be valid up to 31 st March,2016.	16/11/2016	01/12/2016 (15.00Hrs)	02/12/2016 (16.00Hrs)
Bid Submission & Opening Venue	WEBEL INFORMATICS LIMITED (A Govt. of West Bengal Undertaking) 225F, AJC BOSE ROAD, 4th FLOOR, KOLKATA – 700091.				

The bidder can download the tender documents from WIL’s website www.webelinformatics.com and submit the bid with a Demand Draft of **Rs. 2000.00 (Rupees Two Thousand only)** in favour of **Webel Informatics Limited** payable at Kolkata as tender document fee.

For any queries regarding this tender please contact Sri Sourav Sinha, Project Executive by Phone- 9874311110 or by e-mail at mail ID: sourav.sinha_wil@webel-india.com on or before 15.00 Hrs , 30/11/2016. No queries will be entertained after this time frame.

Webel Informatics Limited reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

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BACKGROUND

Webel Informatics Limited (WIL) is the IT Education and training arm of West Bengal Electronics Industry Development Corporation Limited (WEBEL), a Government of West Bengal Undertaking. Since 1992, WIL produces around 15000 industry ready professionals every year; from its own classrooms and authorized centers spread over 140 locations all over the State and through Corporate Training.

WIL is willing to establish rate contract for ***Integrated Computer cum Projector (ICP) and other peripherals*** with OEMs or Channel partners through their OEMs to provide prompt delivery and installation of the items at the end customer's place. The rate contract will be valid for a period of one year from the date of awarding of contract and may be extended for another Six months after a negotiation / reverse auction. An agreement will be signed with the selected OEM / Channel Partners of OEMs within 15 days of finalization of this tender.

On evaluation, the rate list will be provided in our company's website, the Customers may select any brand and model and place order on us accordingly. On receipt of orders irrespective of quantity / value, WIL will place purchase orders (unless specific written request from Customer for open tender) on the OEM / Channel partner of OEM or suppliers. Pre-Delivery inspection and acceptance will be done by WIL at a venue arranged by supplier within Kolkata, having all test facilities. All the ordered items must be offered in full as per ordered specifications for testing and acceptance.

SECTION-A

SCOPE OF WORK

Supply, Installation and Commissioning of ***Integrated Computer cum Projector (ICP) and other peripherals at Customer's location.***

The supplier should install all the items at specified site within 30 (Thirty) days, without any additional charge.

ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER

1. The eligibility of the Bidder will be judged based on its own or the OEMs credentials. Hence, in case bidder is a channel Partner, the respective OEM has to authorize in writing on its letterhead to allow the Partner in using its credentials for eligibility.
2. OEMs / Channel partners of OEM's can participate in this tender. For execution of orders, OEM may declare in the Manufacturer's Authorization Form (Section-H) its channel partners who will be treated as supplier.
3. The OEMs / Channel partners of OEM's should have executed at least five single order, in last three financial years, of an aggregate value of Rs. 5 Crore (Rupees Five Crore Only) or more for Supply, Installation and Commissioning of Integrated Computer cum Projector (ICP) hardware and peripherals (as specified in Section-F) in Govt./ Semi Govt./ Board/ PSU.
4. The OEM/ Bidder shall have implemented at least one similar project of minimum Rs. 50Lac in West Bengal. Necessary proof of document needed to be furnished.

5. The OEMs / Channel partner's of OEM's should have presence in West Bengal for minimum of 5(five) financial years in the same business area. Documentary evidence with self-attested is to be attached with the bid.
 6. The OEM / Channel partners should have OEM certified hardware service engineers in each districts. The name, Mobile no. Address of the service engineers are to be attached with the bid.
 7. The Bidder should have an annual average turnover of Rs. 50 Crore or above in the last three financial year (Audited balance sheet along with CA certificate is to be submitted) and aggregate of turnover of last three financial years should be Rs.150 Crores or above.
 8. The Bidder should have not been banned / black listed as on date by any Government Agencies / Govt. Department/ Quasi Govt Department / PSU / Board/ council or similar organization. A self declaration on the letterhead of the bidder duly signed and stamped by the Authorised Signatory to be submitted.
9. OEM should have valid ISO 9001: 2008 Certification

In absence of any one of the above, the bid will be considered as non-responsive and hence liable to be rejected.

SECTION – B

INSTRUCTIONS TO BIDDERS

INTRODUCTION

General Instruction to bidders:

- 1) Bidders must quote for enlisting in the rate contract for **all the items** listed in Technical Specification (**SECTION-F**) and Price Bid (**SECTION-G**).
- 2) OEMs must indicate the component make and specification for each item.

Interested Bidder's are required to submit their technical proposals and commercial proposal in two separate sealed envelopes as per instructions given below: -

The firm shall seal & mark various parts of the proposal as follows:

- Techno Commercial Bid in one envelope super- scribed with words: - “**Techno Commercial Bid for Rate Contract for Supply, Installation & Commissioning of Integrated Computer cum Projector (ICP) and accessories**”, Tender no. RC/WIL/16-17/001,dated 16/11/2016 ”. This envelope will also contain the EMD and Tender Document Fees in separate small envelope inside it.
- Price Bid in one envelope super- scribed with words “**Price Bid for Rate Contract for Supply, Installation & Commissioning of Integrated Computer cum Projector (ICP) and accessories**”, Tender no. RC/WIL/16-17/001,dated 16/11/2016 ”
- All the envelopes shall be sealed in a covering envelope super scribed with words “**Tender No.:**RC/WIL/16-17/001dated 16/11/2016 ” **Techno Commercial Bid & Price Bid for Rate Contract for Supply, Installation & Commissioning of Integrated Computer cum Projector (ICP) and accessories**”, Tender no. RC/WIL/16-17/001dated 16/11/2016 ”.

The sealed envelope containing the sealed Techno Commercial Bid and Price Bid should be addressed to the **General Manager, Webel Informatics Limited (WIL), 4th Floor, 225F, AJC Bose Road, Kolkata-700020**, through post / speed post / Courier or dropped personally within the stipulated time to him. No other mode of delivery shall be accepted. WIL will not be responsible for any postal delay. Late submission of Bid will not be accepted.

BID EVALUATION:

Financial Bid will be opened for the bidders who are found Technically suitable as per Techno Commercial Bid. The lowest bidder of Financial Bid will be selected to undertake rate contract for a period of one year.

A) TECHNO COMMERCIAL BID

The Techno Commercial Bid should consist of the following documents:

1. Technical proposals submission letter on the letterhead of the firm clearly indexing the enclosures. **This proposal submission letter should bear the reference no. and date, without which the bid will be treated as non-responsive.**
2. Declaration of OEM in their letterhead mentioning the name and address of the channel partners through whom they will execute the rate contract.
3. Bid Form duly filled and signed as per format on the letterhead of the bidder.
4. Original Tender document duly stamped & signed on each page, as a token of acceptance of all terms and conditions laid down in the tender document.
5. Detailed company profile of the OEM, Articles of Association and valid ISO 9001:2008
6. Supporting documents of orders including satisfactory completion certificate from Customers.
7. OEM's Tender Specific Authorization Certificate to the specified channel partners for the supply, installation and maintenance during Warranty period. The warranty shall be valid for all districts of West Bengal
8. Technical Brochures of items quoted. Printed and published Brochure and / or Web site reference essential (made to order statement on OEM letterhead or likes not acceptable).
9. Details of Service arrangement at Kolkata & at least 5 other districts of West Bengal.
10. Copy of Audited balance sheet of **Bidder's** to accompany the bid for **F.Y. 2013 - 14, 2014 - 15 and F.Y. 2015 - 16**. Copy of PAN Card, Copy of VAT Registration Certificate, Service Tax Registration Certificate (*If Service Tax is claimed in Price bid*), Professional Tax Certificate and Company Registration Certificate. The company should operate at least for the last three years. Any change of name should be properly documented and submitted with the bid.
11. EMD & Tender Document Fees in separate envelope.
12. Compliance to Technical Specification given in Section F

(B) FINANCIAL PROPOSAL

Price Bid as per format provided in Section G in the relevant section to be submitted in a separate envelope as mentioned in the tender document. Insertion of Price bid in techno-commercial proposal will summarily cancel the bid.

SECTION - C

GENERAL TERMS AND CONDITIONS

(i) Schedule of the Open Tender: -

The tender document shall be submitted on or before 00/11/2016, at 15.00 Hrs. to **General Manager, Webel Informatics Limited, 4th Floor, 225F, AJC Bose Road, Kolkata-700020.**

(ii) Amendment of Invitation

At any time 5 days prior to the deadline for submission of proposals, WIL 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 Bidders who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents (Techno Commercial as well as Price Bid).

(iii) Earnest Money Deposit (EMD)

The Bidder shall furnish an EMD of Rs. **Rs.1 Lac (Rupees One Lac Only)** in the form of DD / BG in favour of Webel Informatics Limited from a Scheduled Bank payable at Kolkata. Any bid not accompanied with the valid EMD shall be summarily rejected.

Earnest money will be refunded to the unsuccessful bidders after receiving application from them on completion of tender process. In case of successful bidders earnest money will be retained till security deposit of **mentioned amount** (in Security Deposit clause) is deposited in the form of DD / BG for a validity period of 60 days more than the agreement period.

Earnest money of the bidder is liable to be forfeited in case of any false submission / statement. In case of any refusal to abide by terms and conditions of our LOI/PO or refusal to enter into a written agreement as per prefixed terms and conditions authority is at liberty to forfeit earnest money and take lawful actions.

(iv) Clarification Regarding Tender Document

A prospective Bidder requiring any clarification about the tender document and scope of work may contact the person through e-mail / letter as mentioned above in NIT.

(v) Awarding of Contract

WIL will award the contract to the successful Bidder whose bid has been valued as per Price and Other criteria. WIL reserves the right not to accept the Lowest Price bid without assigning any reason what so ever and the bidder will not challenge such decision in any forum what so ever. WIL also reserves the right drop any line item as per direction of the end customer. If tender committee feels, a downward negotiation will be made with the L-1 bidder based on the market rate.

(vi) Amendment of Proposals

In order to allow prospective Bidder reasonable time to make amendment in their proposals, WIL may, at its discretion, extend the deadline for the submission of proposals. However, no such request in this regard shall be binding on WIL.

(vii) Language of Proposal & Correspondence

The proposal submitted by the Bidder should be 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 & WIL will be in English language only. A duly signed formal copy must subsequently confirm the correspondence by fax / e-mail.

(viii) Proposal Currency

Prices shall be quoted in **Indian Rupees** as per given price bid format.

(ix) Period of Validity of Proposals

The validity of the price proposed shall be for a period of 90days. The tender inviting authority reserves the right for seeking extension of validity of offered rates from the successful bidder. Acceptance of such request during actual offer is however optional to the bidder. The price validity will remain unaltered irrespective of any reason including foreign exchange rate variation.

Variation in statutory rate levied by Government will however be reflected for both reduction and escalation.

(x) Formats and Signing of Proposals

The original proposal shall be neatly typed and shall be signed by an authorized signatory / signatories on behalf of the Bidder. The authorization shall be provided by written Power of Attorney, accompanying the proposal. The person or persons signing the proposal shall initial all pages of the proposal, except for un-amended printed literature. 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.

(xi) Sealing and Marking of Proposals

Bidder shall seal & mark various parts of the proposal as mentioned in the Instruction to bidders above.

Every envelope and forwarding letter of various parts of the proposal shall be addressed as follows:

General Manager, Webel Informatics Limited, 4th Floor, 225F, AJC Bose Road, Kolkata 700020

Signing across all joints & pasting good quality transparent adhesive tape on top of such joints & signatures with **company seal** shall seal the envelope without which the bid will be summarily rejected. The envelope should bear the name and address of the bidder very neatly written in the left lower corner, without which the bids cannot be recognized and hence will be summarily rejected. Proposals sent through telex / telegrams / fax / e-mail shall not be accepted. WIL shall not be responsible for delay on account of delivery by the postal authorities as well as of courier companies. Such delivery shall be at the risk and cost of the vendor / bidder.

If the envelopes are not sealed and marked as required above, WIL shall assume no responsibility for the proposal's misplacement or premature opening **and the bid will be summarily rejected.**

(xii) Deadline for Submission of Proposals

Proposals will be received by WIL at the specified address not later than 01/12/2016, at 15.00 Hrs. WIL may, at its discretion, extend this deadline. WIL may also extend this deadline for any other administrative reason.

(xiii) Late Proposals

Any proposal received by WIL after the deadline for submission of proposals, as referred above **shall not be accepted.**

(xiv) Preparation of Tender

Tender shall be submitted in accordance with the following instructions:

- a) Tenders shall be submitted in the prescribed forms. All signatures shall be in longhand. 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, electronic, telegraphic or telephonic proposals for modifications will be acceptable.

- d) Tenders shall be delivered to the office as notified on or before the date and time set for the opening of tenders in the Notice Inviting Tender. The packet of documents including the tender shall be enclosed in sealed envelope having the title of the work and the name of the bidder. Tenders subject to any conditions or stipulations imposed by the bidder are liable to be rejected.
- e) Each and every page of the tender document must be signed with date and company seal by the bidder. This is required to show that the bidder had accepted all the terms and conditions mentioned in this tender document.

(xv) Withdrawal from Tender

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.

xvi) Opening of Tender

The tenders shall be opened at the time set forth in the document. Bidders or their authorized representatives are invited to be present and to put their signatures on the records of tender opening as each tender is opened.

xvii) Assignments

No Consortium will be allowed.

xviii) Deduction of Tax at Source

Deduction of all statutory and necessary Tax from each bill will be made as per Government Rules prevailing at the time of payment. The Company will issue necessary tax deduction certificate in due course of time.

xix) Tax Registration Certificate

Bidders submitting a tender shall produce up to date VAT, Service Tax, Income Tax and Professional Tax registration as well as copy of latest returns submitted 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.

xx) 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 list of approved Contractors.

xxi) Acceptance of Tender

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.

xxii) Clarification during the tender evaluation

No Technical / Commercial clarifications generated from the vendors will be entertained after opening of the tender. However, if tender committee feels, they may ask supporting documents in respect of the claim of the bidder and the bidder has to submit supporting document as well as written clarifications required by the tender committee within three days.

xxiii) Withdrawal from Tender

If any bidder withdraws his tender before acceptance or refusal within a reasonable time without giving any satisfactory explanation for his withdrawal, he/she shall be disqualified for participation in any tender of this organization for a minimum period of 2 (two) years.

xxiv) Non escalation of Price

The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.

xxv) Quantity or Place variation

As per the rate contract achieved through this tender, the supplier may be asked to supply and install the same products at the same rate at different places of West Bengal within this price validity period, which they are bound to accept. Any quantity of items can be ordered without any lower limit and OEM through its channel partner is bound to execute the order at the same rate and terms and conditions. No additional charge will be given for remote places.

xxvi) Price

- A) Price should be quoted in the Price Bid format only.
- B) No deviation in any form in the Price Bid sheet is acceptable.
- C) Price quoted should be firm, inclusive of packing, forwarding, insurance and freight charges.
- D) Percentage / specified amount of taxes & duties should be clearly mentioned otherwise WIL reserves the right to reject such offer.
- E) Price to be quoted inclusive of **integration, installation** and **commissioning** charges.
- F) The total cost of the entire job should be inclusive of all prices as mentioned in the Enclosed Price Bid format.

G) No extra cost, other than that mentioned in Price Bid would be taken into account.

xxvii) Discrepancies and Adjustment thereof

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, the unit rate shall be regarded as firm.

Discrepancy in totaling or carry forward in the amount quoted by the bidder shall be corrected.

xxviii) Disputes and Arbitrations

In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of **General Manager, Webel Informatics Ltd.** or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties.

In the event of such arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do works or neglecting his work or being unable to act as arbitrator for any reason whatsoever, the **General Manager, Webel Informatics Ltd.** shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. The Contractor will have no objection in any such appointment that arbitrator so appointed is employee of WIL. The adjudication of such arbitrator shall be governed by the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof.

The arbitration shall be held in Kolkata only.

xxix) Governing Laws

This Tender Document and the 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.

xxx) Force Majeure Condition

If the execution of the contract/supply order is delayed beyond the period stipulated in the supply order as result of outbreak of hostilities, declaration of an embargo or blockade of road, fire, flood or any such act of nature, then WIL may allow such additional time by extending the project execution timeframe as considered to be justified by the circumstances of the case and its decision will be final. If additional time is granted by the WIL, the supply order shall be read and understood as if it had contained from its inception the execution date as extended.

SECTION – D

SPECIAL TERMS AND CONDITIONS

i) 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 before 7 days of opening of the bid.

ii) Ordering

WIL will place purchase orders directly on selected OEM/ Channel partner of OEM bidder. Payment will be made to respective supplier directly.

iii) Payment Terms

Payment will be made on submission of bills along with the receipted Challan & successful installation certificate from the end customer. The payment will be on back-to-back basis, i.e, only after receiving of payments from the end customer.

iv) Warranty

The OEM will warrant that products supplied under the contract are new and are free from defects in the design, engineering and workmanship. The OEM/ Channel partner of OEM would be responsible for the up keep and maintenance of the supplied items with a **resolution time of 48 Business Hours** and necessary deliverables under the scope of work during the entire on-site warranty period of **One Year and Two Years Extended Period, i.e. total Three (03) Years from the date of final acceptance of the system by the customer.**

The suppliers shall not, without the express prior written consent of WIL, assign to any third party of the contract or part thereof. Service support for the entire warranty period will be on site and comprehensive and free of cost for the entire warranty period.

Any item failing at sub-component level more than three times in a quarter, displaying chronic system design or manufacturing defect or quality control problem will be replaced by the supplier at his cost and risk within 30 days, from the date of last failure.

v) Warranty Support

The equipment supplied will be warranted against bad workmanship and manufacturing defects for **36 months** from the date of acceptance of the system whole or part. Service support for the entire warranty period will be on site and comprehensive and free of cost for the entire warranty period.

The OEM should have a call center working in West Bengal. The contact of the call center must be furnished along with the bid. Any call logged with the service center 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 WIL on a monthly basis. Non-receipt of report in any month would be treated as non-performance of the service obligation for the previous month .

The bidder should locate his service personnel at strategic location so that any call report is attended within the response time specified. The service escalation matrix with the names and mobile nos. of the concerned personnel of the OEM as well as of the channel Partners are to be attached. In absence of which, the bid may be considered as non-responsive.

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.

The OEM should provide a detailed maintenance plan specifying the service arrangement location wise with existing manpower of OEM/ Channel Partners and their contact numbers. The spare management plan for a further period of two years should also be given in details.

All the bidders should produce a certificate from the OEM regarding acceptance of OEM's responsibility of comprehensive maintenance of services during warranty period.

⊕ **Service Level (APPLICABLE FOR SUPPLIES ALL OVER WEST BENGAL)**

- The average uptime for each quarter should be more than 90% .
- Uptime Shortfall, if any, will be charged @ same rate of equipment value (1% Shortfall in uptime /quarter = penalty of 1% of equipment value) subject to maximum of 15% of the equipment value.

vi) Security Deposit

To make this rate contract operational, supplier will require to deposit **5% of total LOI / PO amount** as security deposit in the form of Bank Draft or BG in favour of WIL from a nationalized / scheduled bank.

vii) Refund of Security deposit:

The security deposit in the form of DD / BG without any interest accrued will be refunded after expiry of warranty period with a validity of 60 days more than the residual period of warranty support.

viii) Pre-Delivery Inspection and Acceptance

- a) Testing venue must be within Kolkata.
- b) All the ordered items must be offered in full as per ordered specifications for testing and acceptance within 20 days from the date of purchase order.

- c) WIL will ensure to complete the acceptance procedure within 15 (Fifteen) days from the date of formal intimation.
- d) Testing will be carried out on sample basis on a minimum of 10% of ordered quantity. A sticker with joint signature of Webel Engineer and Supplier representative should be pasted on each of the tested item.
- e) A sticker mentioning the service support call centre number of the supplier for respective delivery location should be pasted on each supplied item.

ix) **Delivery Schedule: -**

MATERIALS ORDERED ARE TO BE DELIVERED TO THE RESPECTIVE SITES WITHIN 30 DAYS ON PLACEMENT OF PURCHASE ORDER.

- a) On receipt of the LOI (and an authorization letter for delivery) from WIL, the channel partner will book the item to its OEM immediately and within 3 business days will send a confirmation e-mail to WIL mentioning the internal order clearance no. of the OEM. After receiving the order clearance number, firm P.O. will be issued to the channel partner. If the channel partner fails to produce the OEM's order clearance number to WIL within 5 business days of issuance of LOI, the LOI will be deemed cancelled automatically and WIL will be free to place the LOI to any of the other channel partner without any further intimation to the first one.
- b) 100% items should be delivered at the end user's premises within **4 weeks** of issuance of LOI or within one week of acceptance testing whichever is less.
- c) If the delivery of whole or in part is delayed beyond this schedule, Penalty will be charged, which will be deducted from the Security deposit.
- d) If the delivery of whole or in part is delayed beyond 30 days from the last date of delivery Mentioned in the P.O, WIL will have option to cancel the P.O to the extent of Unfulfilled part of the P.O. WIL will be free to procure the remaining items from Alternative sources at the cost and risk of the defaulting supplier. In addition WIL will impose a cancellation charge of 10% of the value of items not supplied, which will be recovered from the pending bills or Security Deposit or by raising bills.
- e) In case of the supplier has been penalized for more than three times for purchase order Cancellation, it will be assumed that the supplier is not serious one and WIL will Forfeit the security deposit of the supplier and the supplier will be removed from the list of suppliers.
- f) After delivery of items, a scanned or photocopy of proof of delivery (POD) should reach the project in-charge of WIL, mentioned as "reporting officer" in the P.O.

x) **Installation: -**

1. The supplier should install all the items at specified site without any additional charge.
2. At the destination site, the cartons will be opened only in the presence of user and supplier's representative.
3. During installation at site, if any item is found to be defective or broken, it will be replaced with new one by the suppliers at their own cost and risk within 15 days.
4. Installation should be completed at all locations within 15 (Fifteen) days from the scheduled or actual date of delivery at respective location, whichever is later.
5. If installation is not carried out within 15 (Fifteen) days after due date of installation, WIL holds the option to complete the installation work through alternate sources at the cost and risk of the defaulting supplier.
6. An installation certificate must be obtained from the end customer.

7. For Site Not Ready (SNR) cases, the supplier is required to submit SNR Certificate. No penalty will be imposed for SNR cases, however supplier has to install the items within 15 (Fifteen) days of receipt of Site Ready Notice from the end customer / WIL.
8. Any default in installation will attract penalty as per penalty clause below.
9. A sticker bearing the WIL P.O No., Machine Sl. No., Installation Date, Warranty Expiry date and Call centre number of WIL should be pasted on the machine as a part of installation step.

xi) Penalty: -

1. Any unjustified and unacceptable delay due to the “ non-responsiveness” of the supplier in the delivery and / or installation of more than 20% of the total order value will attract the penalty on complete purchase order value. If the delivery and / or installation is delayed for the item (s) whose value is equal or less than 20% of the total order value, the penalty shall be applicable

xii) Indemnity: -

- a) Supplier shall indemnify the WIL and the end customer against all third party claims of infringement of patent, trade mark / copyright or industrial design rights arising from the use of the supplied items and related services or any part thereof.
- b) WIL / End Customer stand indemnified from any claim that the supplier’s manpower may opt to have towards the discharge of their duties in the fulfilment of the Purchase Order.
- c) WIL / End Customer also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the supplier’s manpower while discharging their duties towards fulfilment of the purchase order.

xiii) Termination: -

1. Default is said to have occurred
 - a) If the supplier fails to deliver any or all of the services within the time period(s) specified in the purchase order or any extension thereof granted by WIL.
 - b) If the Bidder fails to perform any other obligation (s) under this tender and the agreement to be signed with WIL.
 - c) If the OEM / Channel partner of OEM, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from WIL(or take longer period inspite of what WIL may authorize in writing), WIL may terminate the agreement / purchase order in whole or in part. In addition to above, WIL may at its discretion also take the following action: -
2. WIL may procure, upon such terms and in such manner, as it deems appropriate, goods similar to the undelivered items / products and the defaulting supplier shall be liable to compensate WIL for an extra expenditure involved towards goods and services to complete the Scope of Work (SOW) in totality or 8.5% of the total value of purchase order as cancellation charges whichever is higher.
3. WIL at any time terminate the purchase order / agreement, without any compensation to the supplier, if the supplier becomes bankrupt or otherwise insolvent.

xiv) Applicable Laws:-

- a) The supplier shall be governed by the laws and procedures established by the Govt. of India and Govt. of West Bengal within the framework of applicable legislation and Enactment made from time to time concerning such commercial dealings / processing.
- b) All procedure for the purchase of items as well as services laid down in the purchase Manual of WIL shall be adhered to by WIL and suppliers are bound to respect the same.

xv) Warranty Support from OEM

OEMs through its channel partner should give an undertaking for **01 (One) year and 02 (Two) years extended onsite comprehensive warranty support** covering all districts against supply of all the items quoted. The Channel Partners should submit a list of their service centers at Kolkata and at least 5 districts of West Bengal along with the name and mobile contact address. **The OEM and the channel partner should separately submit their service escalation matrix, in absence of which the bid will be considered as non-responsive and liable to be rejected.**

xvi) Programme Schedule

Sl. No.	Particulars	Day
A	Issue of Letter of Intent.	D ₁
B	Supply of the materials at End Customer place	D ₁ + D ₃₀ (Thirty days)
C	Installation & Commissioning of the Materials at sites	D ₁ + D ₄₅ (Forty five days)

SECTION - E

BID FORM

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

Ref . No. **RC/WIL/16-17/001dated 16/11/2016**

To,
The General Manager
Webel Informatics Limited
4th Floor, 225F, AJC Bose Road
Kolkata-700020

Dear Sir,

Having examined the Bid documents we, the undersigned, offer to undertake the job of “Supply, Installation and Commissioning of **Integrated Computer Cum Projector (ICP) And Accessories**” **Valid For One Year From The Date Of Agreement**” as per the Tender No. **-RC/WIL/16-17/001dated 16/11/2016**

We agree to abide by this bid for the period of one year from the date of awarding of contract and it shall remain binding upon us for acceptance at any time before the expiry of the period.

This bid, together with your written acceptance thereof and your order / notification of award, shall constitute a binding contract between us.

We understand that WIL reserves the right to accept in full / part or reject any or all the bids received or split order within successful bidding without any explanation to bidders and its decision on the subject will be final and binding on Bidder. We also understand that WIL is not bound to accept the L-1 bid for placement of order.

We had given an EMD / BG of Rs. ----- (DD / BG No _____ dated _____ on _____) along with the technical document.

We also abide to go through bank Guarantee as required by this tender document.

Dated, thisday of20---

.....
Signature

.....
(In capacity of) *duly authorised to sign bid*
for and on behalf of
(Name and Address of the Bidder)

(Affix Official Seal)

SECTION - F

**TECHNICAL SPECIFICATIONS FOR RATE CONTRACT WITH WIL FOR INTEGRATED
COMPUTER CUM PROJECTOR (ICP) AND OTHER ACCESSORIES**

ALL TECHNICAL PARAMETERS OF THE ITEMS ARE MANDATORY. NO DOWNWARD DEVIATION IS ALLOWED.

Supporting technical brochures / catalogues indicating each feature in respect of offered model and make must be submitted along with the offer, in absence of which the offer is liable to be ignored. The bidder has to attach a technical compliance sheet in the following format for each item: -

Sl. No.	Item Category	Minimum Required specification	Your Offered Specification	Upward Deviation (If Any)
1	Integrated Computer cum Projector (ICP) Base Model	Projection System Brightness : 3000 Lumens SVGA Contrast Ratio : 3000:1 or Higher Lamp Life : 4000Hrs (Standard) mode Resolution : SVGA Computer System: Dual Core Processor, 2 GB RAM, 500 GB HDD Optical DVD Drive with read and write capability, Built-in Stereo Audio system with 30 Watts speaker with volume control Input: Wireless Mouse and Wireless Keyboard, 6 USB ports Output: VGA out for external monitor. LAN: 1 Gbps Operating System: Microsoft Window 10 SL		

2	Integrated Computer cum Projector (ICP) Higher Model	<p>The Integrated Computer cum Projector should be a single unit device incorporating all the following. It should not weigh more than 7 KG and the dimension should be within 1'x 1' 1'.</p> <p>Projection System Brightness : 3000 ANSI Lumens Contrast Ratio : 3000:1 or Higher Lamp Life : 4000/3000 Hrs (Standard/ Bright Mode) Resolution : SVGA Computer System: Intel Core i3 processor , 4 GB RAM , 1 TB HDD Optical DVD Drive with read and write capability, Built-in Stereo Audio system with 30 Watts speaker with volume control Input: Wireless Mouse and Wireless Keyboard, 6 USB ports LAN: 1 Gbps Operating System: Microsoft Window 8.1 SL</p>		
	Accessory to Integrated Community Computer – Screen Interactivity	Screen Interactivity Option for inbuilt feature Integrated Community Computer. The projected screen should become interactive using a pen or finger and should be able to be used as an interactive whiteboard.		
	Multimedia Educational Content	Multimedia Educational Content available as per State Board syllabus in Regional Language.		
	Training	Training of School Teachers (for 10 teachers per school for 2 days in the first year and two support visits each year in the subsequent two years)		
	1 KVA LI UPS	1 KVA LI UPS 15-20 minutes battery back-up on product load Single Phase input & Single Phase Output.		
	Interactive White Board	<p>Active Size: Minimum 77/78 “ diagonal</p> <ul style="list-style-type: none"> • Board Surface: Scratch resistant surface; maintenance free • Operating System: Window 98, 2000,ME,NT, XP, Vista, Windows 7 or higher and Linux • Aspect Ratio: 4:3 • Writing Tools: Pen/ stylus/ finger • Active Area: Minimum active diagonal length of 1700 mm • Resolution: 4096 * 4096 • Position Accuracy: ± 0.2 mm 		

		<ul style="list-style-type: none"> • Power Options: only through PC/laptop/USB • Technology: Touch resistive/ Digitizer technology/ Electromagnetic / Infra Red technology • Data Ports: USB • Connectivity and Usage: Can be used individually and in conjunction with interactive pads and inter active panel • Storage: Saving of files in PC/ Laptop • Software: Should have interactive features like palm touch, OCR , image gallery , image enlarge, snap shots, recording lectures, reveal option, Bilingual (English/Hindi) menu software etc. • Accessories: Stylus/Pens, USB Cable, Software CD, user manual etc. to be a part of standard supply 		
	Inbuilt Wifi to make ICC as hotspot	Inbuilt Wifi to make the Integrated Community Computer hotspot.		
	Inbuilt Bluetooth	- Inbuilt Bluetooth dongle		
	All in one remote -	To operate the computer and projector		
	Student Voting/ response Pad	Student Voting/ response Pad with wired or wireless technology		
	Trolley Bag	- 2 wheeled Trolley bag to place the ICP		
	White Board	White Board Matt Finish (6 “ X 4 “)		
	Trolley cabinet	Trolley cabinet made of 18mm Ply with lamination, Lock and Castor		
	Commissioning	Delivery, Installation and commissioning of equipments at locations		

SECTION – G

PRICE BID

PRICE BID (Bidder should submit the price bid strictly in this format, otherwise the bid will be rejected)

Ref . No. **RC/WIL/16-17/001dated 16/11/2016**

Tender for: “RATE CONTRACT FOR SUPPLY, INSTALLATION & COMMISSIONING OF INTEGRATED COMPUTER CUM PROJECTOR (ICP) AND ACCESSORIES, VALID UP TO 30th JUNE, 2017

To,
The General Manager
Webel Informatics Limited
4th Floor, 225F, AJC Bose Road
Kolkata-700020

Dear Sir,

In response to the above tender, we offer our price as below:-

Sl. No.	Item Description	Make	Model No. / Part no.	Qty. (SL AB)	Warranty	Unit Price in (Rs.)	VAT Rate (%)	VAT Amount (Rs.)	Service Tax Rate (%)	Service Tax Amount (Rs.)	Total Amount (Rs.)
1											
2											
3											

(Signature and Seal of authorized signatory. A copy of power of attorney is to be enclosed)

SECTION - H

MANUFACTURER'S AUTHORISATION FORM

(TO BE SUBMITTED ON OEM LETTERHEAD, SIGNED BY A PERSON COMPETENT AND HAVING THE POWER OF ATTORNEY

[Notarized copy to be attached] TO BIND THE PRODUCER for each channel partner)

Tender No. RC/WIL/16-17/001 dated 16/11/2016

To,
The General Manager
Webel Informatics Limited
4th Floor, 225F, AJC Bose Road
Kolkata-700020
.

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.

[Note : Please Specify the Product Name & Model No here.]

When resold by _____ these products are subject to applicable warranty terms of this NIT.

We assure you that in the event of _____ not being able to fulfill its obligation as our Sales & Service Provider in respect of this NIT, we would continue to meet our the terms stated in the above mentioned NIT 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 undertake to supply the materials in the event of the non-supply of the materials by _____ as per the NIT and assure you the availability of spares for the products for the next two years after the expiry of three years comprehensive on site warranty.

Name _____ In the capacity of _____

Signed

Note: This letter of authority must be on the letterhead of the Manufacturer, must be signed by a person competent and having the power of attorney (Notarized copy to be attached) to bind the Producer, and must be included by the Bidder in its bid as specified in the Instructions to Bidders.

SECTION – I

BANK GUARANTEE (BG) FORM FORMAT

Whereas

.....
(Hereinafter called “the Bidder”) has submitted his bid dated..... against the RFP floated by WIL Limited RFP ref:.....dated (hereinafter called “the Bid”).

KNOW ALL MEN by these presents that WE.....Branch Name) of (Bank Name) having our registered office at (hereinafter called “the BANK”) are bound unto WIL. in the sum of Rs. 1,00,000/- (Rupees One Lakh Only) for which payment well and truly to be made to the said WIL, the BANK binds itself, its successors and assigns by these presents.

The Conditions of this obligation are:

1. If the Bidder withdraws its bid during the period of bid validity specified by the Purchaser.
2. If the Bidder does not accept an arithmetical correction in its Bid Price.
3. In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the acceptance of Letter of Intent.
4. In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Contract Performance Guarantee in accordance with the RFP.

We undertake to pay WIL up to the above amount upon receipt of its first written demand, without the WIL having to substantiate its demand, provided that in its demand the WIL will note that the amount claimed by it is due to it owing to the occurrence of anyone or more of the above conditions specifying the occurred condition or conditions.

BG will be valid up to May, 2016.

This Guarantee will remain in force upto and including 60 days after the period of price validity, and any demand in respect thereof should reach the BANK not later than the above date.

(Signature of the BANK)

SEAL OF THE BANK

Dated: ----- day of -----(month) 2014

Name of Witness (Signature of the Witness)

Address of Witness Date: