



BID DOCUMENT

**OPEN TENDER FOR: LAN WORK AT FIVE MUNICIPAL OFFICES,
KOLKATA URBAN SERVICES FOR THE POOR
(KUSP)**

Tender no. : EOT/COMM/12-13/013R Date: 09/10/2012

Due Date: 19/10/2012 (15.00 Hrs)

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

**WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT
CORPORATION LIMITED
(A Govt. of West Bengal Undertaking)
Webel Bhavan, Block-EP & GP, Sector-V, Salt Lake, Bidhannagar,
Kolkata:-700091**

NOTICE INVITING TENDER NO.: EOT/COMM/12-13/013R Date: 09/10/2012

Sealed Tenders (in duplicate) are invited for the following job from OEM/authorized distributors/dealers/reputed organizations having sufficient experience and credentials for successful completion of similar nature of work preferably in a Govt. Department. Similar nature means supply, installation and commissioning of computer hardware and its accessories.

Brief description of work	Tender Document Money (Rs)	Earnest Money Deposit (EMD) (Rs)	Start date of Tender availability at Office	Last date and time of Tender submission	Date of opening of Tender (Technical Part)
LAN work at the following 5 Municipalities under KUSP <ul style="list-style-type: none"> • Pujali Municipal Office • Bally Municipal Office • Bhatpara Municipal Office • Uttarpara Municipal Office • Dum Dum Municipal Office 	Rs 1,000.00 (In the form of DD in favour of WBEIDC Limited)	Rs. 10,000/- (In the form of DD in favour of WBEIDC Limited payable at Kolkata)	09/10/2012	19/10/2012 (15.00 Hrs)	19/10/2012 (16.00 Hrs).
Bid Submission & Opening Venue	WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED (A Govt. of West Bengal Undertaking) Webel Bhavan, Block-EP & GP, Sector-V, Salt Lake, Bidhannagar Kolkata – 700091				

The tender documents are available at WBEIDC's office on all working days from 10.30 AM to 4.00 PM, address given above, on submission of Demand Draft of **Rs.1000.00 (Rupees One Thousand only)** in favour of **WBEIDC Limited** payable at Kolkata.

The bidder can download the tender documents from WBEIDC's website www.webel-india.com and submit the bid with a Demand Draft of **Rs. 1,000.00 (Rupees One Thousand only)** in favour of **WBEIDC Limited** payable at Kolkata.

For technical queries regarding this tender please contact Mr. Suman Moitra, DGM (Govt. Sales), Phone-033-23392364, or by e-mail at mail ID suman.moitra@webel-india.com and for other terms and conditions, Mr. Santibrata Majumder, G.M (e-Gov/ Commercial), Phone-033-23392270, by e-mail at mail ID s.majumdar@webel-india.com on or before **15.00 Hrs, 12/10/2012**. No queries will be entertained after this time frame. If tender committee feels, suitable corrigendum will be hosted in our web site before **16/10/2012** for the information of all prospective bidders.

Canvassing in any form shall be liable for disqualification.

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

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The Tender document comprises the following:

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SECTION-A

SCOPE OF WORK

Kolkata Urban Services For The Poor (KUSP) intends to set up the Central Data Monitoring Centre for the Municipal eGovernance Programme & for this the Unit intends to establish LAN at five Municipal Offices. The indicative quantities are mentioned in the section titled "Bill of Quantity". The contractor, who will be chosen through a competitive bidding against this RFP document, need to establish LAN at following five municipalities:

- Pujali Municipal Office
- Bally Municipal Office
- Bhatpara Municipal Office
- Uttarpara Municipal Office
- Dum Dum Municipal Office

After completion of LAN work, Maintenance shall be covered with 5 years on site **NBD** warranty support. Selected Vendor should have to have presence in strategic locations to extend maintenance support for meeting the NBD support criteria.

The price quoted should include freight, transit insurance, installation cost etc in the Price Bid as per enclosed format.


ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER

1. OEM's / System integrators are only eligible to quote.
2. The bidder should have executed 03 (Three) single order of similar nature of jobs of Rs. 3.00 lakhs or more at any Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization in last three financial years. Work Order copies along with job completion certificate from the customer duly attested by Gazetted Officer are to be submitted. In case of non-availability of attestation from Gazetted Officer, the bidder will have to produce original document for verification, without which the bid will be treated as non responsive and summarily rejected.
3. The bidder should have an Annual Turnover of Rs.1 crore or above in the last Financial Year.

AND

Aggregate of Turnover of last three (3) Financial Years, viz. 2009-10, 2010-11 and 2011-12 should be Rs 2.0 Crores or above.

4. The Bidder must be an ISO 9001:2008 certificate holder in the specified area of the job mentioned in this tender. This certificate should be valid at the date of opening of the tender. Photocopy duly attested by Gazetted Officer is to be submitted. In case of non-availability of attestation from Gazetted Officer, the bidder will have to produce original document for verification.
5. Valid PAN, Registration certificates for VAT, Professional Tax, Service Tax, Factory or Shop & Establishment, PF, ES I & Trade License along with its return (PAN, VAT, S.TAX, & PF) submission documents are to be enclosed with the bid.

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6. The bidder/ASP/OEM should have their at least one registered service center for IT hardware maintenance services at Kolkata, West Bengal. Supporting documents for existence of Service Centre/s has to be attached with the tender document.
7. The bidder shall be required to give a declaration in their letter head that they have not been banned by any Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization. If any Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization has banned the bidder and later on lifted the ban, the fact must be clearly stated.

However, WBEIDC Ltd. preserves the right to evaluate the Bidder's performance through the report from any Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization at their own discretion or ask the bidder to produce service satisfaction certificate from the customer base mentioned as per above criteria.

In absence of any one of the above, the offer will be treated as non-responsive and in that case Tender Committee will have right to decide accordingly.

SECTION – B

INSTRUCTIONS TO BIDDERS

Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender documents carefully. Submission of bid shall be deemed to have been done after careful study and examination of the document with the full understanding of its implications.


The response to this tender document should be full and complete in all respect. Failure to furnish all information required by the tender documents or submission of a proposal not substantially responsive to the tender document in every respect will be at the bidder's risk and may result in rejection of its proposal and forfeiture of the earnest money deposit.

Interested Bidders 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:

- A) Techno Commercial Bid** in one envelope super- scribed with words: -
"Techno Commercial Bid for "Establishment of LAN at Five Municipal Offices under KUSP." Tender no. EOT/COMM/12-13/013R dated 09/10/2012"& "Do Not Open Before 19/10/2012, at 16:00 Hrs". This envelope will also contain the EMD and Tender Document Fees (if the tender document is downloaded from the website) in separate small envelope inside it.
- B) Price Bid** in one envelope super- scribed with words "Price Bid for "Establishment of LAN at Five Municipal Offices under KUSP." Tender no. EOT/COMM/12-13/013R dated 09/10/2012" & "Do Not Open Before 19/10/2012, at 16:00 Hrs".
- C)** All the envelopes shall be sealed in a covering envelope super scribed with words Techno Commercial Bid & Price Bid for "Establishment of LAN at Five Municipal Offices under KUSP. "**Tender no. EOT/COMM/12-13/013R dated 09/10/2012**" & "Do Not Open Before 19/10/2012, at 16:00 Hrs".

The sealed envelope containing the sealed Techno Commercial Bid and Price Bid should be addressed to the **General Manager (e-Gov/Commercial), WBEIDC Limited, Block-EP & GP, Sector –V, Salt Lake, Kolkata -700 091**, through post / speed post / Courier or dropped personally within the stipulated time in the tender box kept with him. No other mode of delivery shall be accepted. WBEIDC Ltd will not be responsible for any postal delay. Late submission of Bid will not be accepted.

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(D.1) TECHNO COMMERCIAL BID

The Techno Commercial Bid should consist of the following documents. The bidders are required to fill in the page numbers where the following documents are included:

Documents to be submitted	Bidder to mention page number where the following are submitted
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. Bid Form duly filled and signed as per format on the letterhead of the bidder.	
3. 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.	
4. Detailed profile of the company, Articles of Association and valid ISO 9001:2008 certificate (optional).	
5. Supporting documents of orders executed including satisfactory completion certificate from Customers.	
6. Tender Specific Authorization Certificate for the supply, installation and maintenance during Warranty period from the OEM.	
7. Details of Service arrangement in West Bengal	
8. Copy of Audited balance sheet to accompany the bid for F.Y., 2009 - 10 and F.Y. 2010 – 11, & Audited/ Unaudited Balance sheet (duly certified) for F.Y. 2011-12.	
9. Copy of PAN Card	
10. Copy of VAT Registration Certificate	
11. Copy of Service Tax Registration Certificate (If Service Tax is claimed in Price bid)	
12. Copy of Professional Tax Certificate	
13. Copy of company Registration Certificate. [The company should operate in the same name and style at least for the last three years.]	

EMD & Tender Document Fees (if downloaded from the web site) should be submitted in separate envelope.

(D.2) FINANCIAL PROPOSAL

Price Bid as per format provided 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 Tender

The tender document shall be submitted on or before **19/10/2012, at 15.00 Hrs.** to General Manager (e-Gov/Commercial), WBEIDC Limited, Block-EP & GP, Sector –V, Salt Lake Electronics Complex, Kolkata -700 091.

(ii) Amendment of Invitation

At any time 3 days prior to the deadline for submission of proposals, WBEIDC 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 firm shall furnish an EMD of **Rs. 10,000.00 (Rupees Ten Thousand Only)** in the form of a Demand Draft from a Scheduled Bank payable at Kolkata duly pledged in favour of WBEIDC Limited. The EMD shall be submitted with the technical bid in a separately sealed envelope. **Any bid not accompanied with the valid and adequate EMD shall be summarily rejected.**

The EMD will be denominated in Indian Rupees Only. No interest will be payable to the bidder on the amount of the EMD.

Earnest money will be refunded to the unsuccessful bidders after receiving application from them (attaching the money receipt in original) as promptly as possible, but not later than 60 days after the award of contract to the selected agency.

In case of successful bidders earnest money will be retained till security deposit of **10 (Ten)%** of the total value of the job is deposited in the form of Bank Guarantee (format given) for a validity period of 60 days more than the warranty period.

Earnest money of the bidder **is liable to be forfeited & lawful action may be taken** in case of: -

- a) If a bidder withdraws his bid or increase his quoted prices during the period of bid validity or its extended period, if any, or
- b) In case of a successful bidder, if the bidder fails to sign the contract or to furnish performance bank guarantee within the specified time in accordance with the format given in the RFP.
- c) During the bid process, if a bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization. The decision of WBEIDC Limited regarding forfeiture of the EMD shall be final & shall not be called upon question under any circumstances.

During the bid process, if any information found wrong / manipulated / hidden in the bid. The decision of WBEIDC Limited regarding forfeiture of the EMD shall be final & shall not be called upon question under any circumstances.

(iv) Awarding of Contract

WBEIDC Ltd will award the contract to the successful bidder whose bid has been valued as per Price and Other criteria. WBEIDC reserves the right not to accept the Lowest Price bid with out assigning any reason what so ever and the bidder will not challenge such decision in any forum what so ever WBEIDC also reserves the right to split the order and / or drop any line item as per direction of the end customer. The contract will be awarded to the bidder securing highest score in the bid evaluation formula considering both price and technical / Organizational strength of the bidder as follows:

Bid Evaluation

The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Before the detailed evaluation, the Purchaser will determine whether each bid is of acceptable quality, is complete, and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is one:

- (i) That limits in any substantial way the scope, quality, or performance of the Information System.
- (ii) That limits, in any substantial way that is inconsistent with the Bidding Documents, the Purchaser's rights or the successful Bidder's obligations under the Contract;
- (iii) The acceptance of which would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.
- (iv) That the bidder/consortium member is in no way contracted for some functionalities (or in knowledge of a possible contract) with the Purchaser or Government of West Bengal for the same project, from which it can unfairly influence the project. Under such circumstances, the bid would be termed as "not responsive" and be summarily rejected.

If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity. The Purchaser's determination of bid responsiveness will be based on the contents of the bid itself and will be final and binding on the bidders.

Examination of Techno-Commercial Bids

The technical bids shall be examined for completeness and clarifications if any shall be sought for from the respective Bidders in case the same is considered essential. The commercial bids of only the technically qualifying bidders shall be opened for consideration. Non conformity to the specifications of goods and services as mentioned in the Technical Section can lead to a bid being considered as "not substantially responsive" and hence be summarily disqualified. All technical deviations would be rated and then would be normalized for financial evaluation.

The normalizing process would be as follows: Goods and Services that are required but have been left out or are necessary to correct minor deviations of the bid will be added to the total bid price using costs taken from the highest prices from other responsive bids for the same Goods and Services or at prevailing list prices from published web site or documents, whichever is higher.

Evaluation of Commercial bids

Goods and Services that are required but have been left out or are necessary to correct minor deviations of the bid will be added to the total bid price using costs taken from the highest prices from other responsive bids for the same Goods and Services or at prevailing list prices from published web site or documents, whichever is higher.

Commercial bids submitted against individual projects will be compared with respective Scope of Work and detailed Bill of Material. The price schedule shall also have the indicative price break up for various sections of works involved in line with the details submitted along with respective technical proposal.

No margin of preference will be granted for any other price component, and Bidders will not be permitted or required to modify the source of any hardware, Software, related equipment, Materials, products, or other Goods, as well as related Services after bid opening.

Discrepancies in Bid

In case of discrepancies in bids, the following will be adopted to correct the arithmetical errors for the purpose of evaluation.

In case of discrepancy between the original & copies of bid, the original bid will be considered correct.

Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected.

If there is a discrepancy between words and figures, the amount in words will prevail. If a Bidder does not accept the correction of errors, its bid will be rejected and its bid security may be forfeited.

The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

(vi) Amendment of Proposals

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

(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 & WBEIDC 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**, inclusive of all prevailing taxes, levies, duties, etc.

(ix) Period of Validity of Proposals

The price offers shall remain firm within the currency of contract and no escalation of price will be allowed. The quoted offer and / or rate must be valid for a minimum period of **180 Days** from the date of opening of the tender. 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 (e-Gov/Commercial)
WBEIDC Limited
Block – EP & GP, Sector-V
Salt Lake Electronics Complex
Kolkata-700 091

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. WBEIDC 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, WBEIDC shall assume no responsibility for the proposal's misplacement or premature opening. **Then the offer will be treated as non-responsive and in that case Tender Committee will have the right to decide accordingly.**

(xii) Deadline for Submission of Proposals

Proposals will be received by WBEIDC at the specified address not later than **19/10/2012, at 15.00 Hrs.** WBEIDC may, at its discretion, extend this deadline. WBEIDC may also extend this deadline for any other administrative reason.

(xiii) Late Proposals

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

SECTION – D

SPECIAL TERMS AND CONDITIONS

1. 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.

2. Splitting of the Contract and Curtailment and increment of Work

The WBEIDC Limited reserves the right to split up and distribute the work among the successful bidders and to curtail and / or increase any item of work by +/- 25% in the schedule partly or fully.


3. Payment Terms

Payment will be made within 45 days after submission of bills, challans along with successful installation certificates at the respective sites. Bills to be submitted to the Mr. Suman Moitra, DGM-Govt. Sales , WBEIDC. The security deposit of an amount of 10 (Ten)% of the total value of the order **is to be deposited** (within 14 Days from the date of issuance of LOI) in the form of a bank guarantee valid for 60 days more than the composite on-site Maintenance period of Five years from the date of final acceptance of the system by the end user, from any **Scheduled Bank**.

4. Preparation of Tender

Tender shall be submitted in accordance with the following instructions:

- i) 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 figure shall govern.
- ii) 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 there to and must be initialed in ink by the person or persons signing the tender.
- iii) 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.
- iv) 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.
- v) Tenders subject to any conditions or stipulations imposed by the bidder are liable to be rejected.
- vi) 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.

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5. **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.

6. **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.

7. **Assignments**

No Consortium will be allowed.

8. **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.

9. **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 and should be attested by a gazetted officer.


10. **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.

11. **Warranty**

The bidder would be responsible for the up keep and maintenance of the infrastructure with a resolution time of NBD and necessary deliverables under the scope of work during the entire on-site Maintenance period of **05 (Five) Years comprehensive onsite with NBD resolution in all the items from the date of final acceptance of the system by the customer.** The bidder shall not, without the express prior written consent of WBEIDC, assign to any third party of the contract or part thereof. Maintenance support for the entire warranty period will be on site and comprehensive and free of cost for the entire warranty period.

The bidder should have a call center working in India. The contact details 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.

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The call log as well as resolution details have to be submitted to WBEIDC LTD on a monthly basis not later than 4th instant of every calendar month. Non-receipt of report within the specific date in any month would be treated as non-performance of the service obligation for the previous month and subsequent extension of warranty.

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 Vendors 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 bidder should provide a detailed maintenance plan specifying the service arrangement location wise with existing manpower and their contact numbers. The spare management should also be given detailed.

- **Service Level**

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

Up time requirement	LAN location	Resolution Time Requirement	Penalty
99.0%	<ul style="list-style-type: none"> • Pujali Municipal Office • Bally Municipal Office • Bhatpara Municipal Office • Uttarpara Municipal Office • Dum Dum Municipal Office 	NBD	1% of the contract value upto 2 weeks, there after 2% per week

12. Liquidated Damage

The job includes the LAN work mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage will be imposed on the contractor for sum equivalent to 1% of the contract value for each week or part thereof, subject to a ceiling of 2% of the total contract value (including all taxes & duties and other charges). In the event of LD exceeds 2% of the order value, WBEIDC reserves the right to terminate the contract & forfeit the PBG and WBEIDC will get the job completed by any other competent party. The difference of cost incurred by WBEIDC will be recovered from the earnest money/ PBG deposited by the vendor.

13. Security Deposit

Security of 10 (Ten) % of the total order value to be submitted in the form of Bank Guarantee within 14 days of LOI. Penalty of 0.5% of the System cost beyond the maximum permitted down time will be deducted from this SD. This SD will only be released after the completion of warranty period, if the vendor/ contractor submits the satisfactory after sale service certificate from the end customer. If the bidder fails to meet the delivery schedule, WBEIDC reserves the right to forfeit its PBG deposited as security deposit.

14. Delivery

All materials for LAN work should be delivered and tested at the above mentioned sites (at bidder's cost) and LAN work should be completed within **4 weeks** from the date of issuance of LOI. However, the end customer shall provide ready sites for the installation. The bidder will be responsible for getting the sites ready from the customers.

15. 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.

16. 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.

17. Non escalation of Price

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

18. Price Validity

The quoted offer and/ or rate must be valid for a minimum period of **180 Days** from the date of opening the tender. 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.

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19. Quantity or Place variation

The Vendor may be asked to supply the same products at the same rate at different places and / or at the same places within this price validity period, which they are bound to accept. The quantity variation will be 25% +/- the last ordered quantity.

20. Price

- A) Price should be quoted strictly 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 WBEIDC reserves the right to reject such offer.
- E) Price to be quoted inclusive of **supply of all materials (as per BOM)**, laying charges etc for completion of the job.
- 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.

21. 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.

22. 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.

23. 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 WBEIDC LTD 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 WBEIDC LTD, the supply order shall be read and understood as if it had contained from its inception the execution date as extended.

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24. Programme Schedule


SI. No.	Particulars	Day
A	Issue of Letter of Intent.	D ₁
B	Supply of the materials for LAN Work	D ₁ + D21
C	Completion of LAN Work	D ₁ + D28

SPECIAL TERMS & CONDITIONS (PART-II)

1. The bid and all correspondence and document relating to the bid shall be written in English language.
2. 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.
3. 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 WBEIDC LTD 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.
4. Overwriting and erasures may make the tender liable for rejection if the authorized signatory of the bidder does not sign on each of such overwriting/erasures/manuscription. All overwriting should be separately written and signed by the authorized signatory of the bidder.
5. Details of the enclosures should be clearly mentioned in the forwarding letter in bidder's letterhead along with the bid.
6. The bidder shall be required to give a declaration that they have not been banned by any Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization. If any Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization has banned the bidder but lifted the ban afterwards, the fact must be clearly stated.

If this declaration is not given the bid will be rejected as non-responsive and in that case Tender Committee will have right to decide accordingly.

7. 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.
8. Item, if any other than specified in BOM, felt necessary to complete the LAN Work are to be supplied by the bidder free of cost.
9. Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. WBEIDC LTD reserves the right to increase or decrease the quantity specified in the tender.
10. WBEIDC 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.
11. Bidders may be asked for a random testing of at best 5% equipments at their own cost, at any reputed testing house, to ascertain the authenticity of their claim regarding the technical aspects, which they have to abide by.

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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 : (Mandatory)

Date : (Mandatory)

To,
The General Manager (e-Gov/Commercial)
WBEIDC Ltd
Webel Bhavan
Block EP & GP, Sector-V
Salt Lake Electronics Complex
Kolkata-700091

Dear Sir,
Having examined the Bid documents we, the undersigned, offer to undertake the job of "-----
-----" as per the Tender No. -----
----- dated-----

We agree to abide by this bid for the period of 6 (six) months from the date for fixed for price bid opening 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 WBEIDC 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 WBEIDC is not bound to accept the L-1 bid for placement of order.

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

We also abide to go through bank Guarantee of 10% of the job value as Performance Bank Guarantee.

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

BILL OF QUANTITY AND TECHNICAL SPECIFICATIONS

BILL OF QUANTITY

Networking items

Sr. No	DATA	MAKE	Unit	Qty
1	Supplying, laying of CAT 6 type data cable (Indicative quantity)		Mtr,	50
	Supply			
	Labour			
2	Terminating the cable- at one end, existing core switch of the respective ULBs and at the other end, the INVC router, both through patch panel.			
	Labour			
3	Supplying and installation of I/O box termination of RJ45 connector including termination of both end of CAT 6 cable with RJ45 connector and suitable front plate, back box of I/O box		No.s	2 at server room, 2 at INVC location
	Supply			
	Labour			
4	Supplying, laying of PVC conduit with accessories viz bends, couplers, junction boxes etc. - 25mm dia pvc pipe/ Other PVC Casing		Mtr.	50
	Supply			
	Labour			
5	Supplying Patch chord with both end termination of RJ45 connector - 1 mtr. Length		No.s	8
	Supply			
	Labour			

SECTION – G

PRICE BID

(Bidders have to submit the price bid strictly in this format , otherwise the bid will be rejected)
 Ref . No. (Mandatory) Date : (Mandatory)

Tender for -----
 Tender No.----- Dated-----
 To,
 The G.M-Commercial,
 WBEIDC Ltd.

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

Sl. No.	Item Description (with Make & Model No.) as per technical specification provided in this bid	Quantity as per BOM supplied	Unit	Unit Price in Rs.	Amount (Rs.)	VAT Rate (%)	VAT Amount (Rs.)	Service Tax Rate (%)	Service Tax Amount (Rs.)	Total Amount (Rs.)
1.	Supplying, laying of CAT 6 type data cable (Indicative quantity)	50	mtr							
	Supply									
	Labour									
2.	Terminating the cable- at one end, existing core switch of the respective ULBs and at the other end, the INVC router, both through patch panel.									
	Labour									
3.	Supplying and installation of I/O box termination of RJ45 connector including termination of both end of CAT 6 cable with RJ45 connector and suitable front plate, back box of I/O box	2 at Server Room & 2 at INVC location	Nos							
	Supply									
	Labour									
4.	Supplying, laying of PVC conduit with accessories viz bends, couplers, junction boxes etc. - 25mm dia pvc pipe/ Other PVC Casing	50	Mtr							

	Supply									
	Labour									
5.	Supplying Patch chord with both end termination of RJ45 connector - 1 mtr. Length	8	Nos							
	Supply									
	Labour									
Schedule 1:							Total material supply cost			
Schedule 2:							Total Labour cost			
Rs In Words: -									TOTAL	

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

SECTION – I

PERFORMANCE SECURITY GUARANTEE BOND

In consideration of the WBEIDC (hereinafter called 'WBEIDC') having agreed to exempt _____ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No _____ dated _____ made between _____ and _____ for the supply of _____ (hereinafter called "the said agreement"), of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____ we, (name of the bank) _____ (hereinafter refer to as "the bank") at the request of _____ (contractor(s)) do hereby undertake to pay to the WBEIDC an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by WBEIDC by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the WBEIDC by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of WBEIDC in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.

3. We under take to pay to the WBEIDC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We (name of the bank) _____ 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 agreement and that it shall continue to be enforceable till all the dues of the WBEIDC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____(office/Department) WBEIDC certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of FIVE YEARS (as specified in the tender no.....) from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

5. We (name of the bank) _____ further agree with the WBEIDC that the WBEIDC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the WBEIDC against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the WBEIDC or any indulgence by the WBEIDC to the said

Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).

7. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the WBEIDC in writing.

Dated the _____ day of _____

for _____
(Indicate the name of bank)