

NOTICE INVITING e-TENDER

Online Tender documents are invited for supply & installation of Gas Chromatography Head Space (GS – HS) System from Original Equipment Manufacturer (OEM) / Authorised distributors / dealers / reputed organizations / Authorised System Integrator having sufficient experience and credentials for successful completion of “**Similar Nature**” of work in a Government Department / PSU / Autonomous Body or any reputed organization. Bidder must have good support service for providing on-site warranty/AMC service within the stipulated time.

1.	Tender No. & Date	WTL/ED/GC/14-15/010 dated 21.01.2015
2.	Tender Version No.	1.0
3.	Brief description of material	Supply & Installation of Gas Chromatography Head Space (GS – HS) System for Excise Directorate, GoWB.
4.	Tender document Fee	Rs.5000.00 (Rupees Five thousand only)
5.	Earnest Money Deposit	Rs.100000.00 (Rupees One lacs only) in the form of Demand Draft from any Scheduled bank in favour of Webel Technology Limited payable at Kolkata
6.	Date of Downloading/Sale of Tender document	22.01.2015
7.	Pre-Bid Meeting date & time	03.02.2015 at 15.00 Hrs <ul style="list-style-type: none"> • Only two persons for each intending bidder's organization, who will submit the Tender document Fee, will be allowed to attend the Pre Bid Meeting. • The person should have proper authorization in respective company Letter Head. • Only queries as per format (Section – P) reaching WTL by 30.01.2015 at 16.00 hrs will be taken for decision. • Queries will be entertained for those bidders who will submit the Tender document Fee. • Queries will be sent to Manager (Purchase) (wtlpurchase@gmail.com) & copy to Mr. P. S. Mitra (psmitra@yahoo.com)
8.	Bid Submission Start date & time	05.02.2015 at 10.00 Hrs
9.	Last date & time of EMD & Tender Application Fee submission	13.02.2015 at 13.00 Hrs
10.	Last date & time of Bid Submission	11.02.2015 at 17.00 Hrs
11.	Date & time of Technical Bid Opening	13.02.2015 15.00 Hrs
12.	Venue of Pre-Bid Meeting & submission of EMD & Tender Application Fee	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
13.	Contact person	Mr. Arunava Saha, Contact no. 23673403-06, Ext. 212 Mr. P. S. Mitra, Contact no. 23673403-06, Ext. 214

1. Intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary cost of tender documents (tender application fee) may be remitted through Demand Draft issued from any Scheduled Bank in favour of "Webel Technology Limited", payable at Kolkata and also to be documented through e-filing. Cost of Earnest Money Deposit (EMD) may be remitted through Demand Draft issued from any Scheduled Bank in favour of "Webel Technology Limited", payable at Kolkata and also to be documented through e-filing. The original Demand Draft against tender fees & Earnest Money Deposit (EMD) should be submitted physically to the Manager (Purchase)/Manager (Finance), Webel Technology Limited, Plot – 5, Block – BP, Sector-V, Salt Lake City, Kolkata-700 091 under sealed cover on or before 13:00 Hrs of 13.02.2015.
2. Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>
3. Tender documents may be downloaded from website and submission of Techno Commercial Bid and Financial Bid will be done as per Time Schedule stated in Section – B of this Tender Document.
4. The Financial Bid of the prospective Bidder will be considered only if the Techno Commercial Bid of the bidder is found qualified by the Tender Committee. The decision of the 'Tender Committee' will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

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SECTION – A

ELIGIBILITY CRITERIA

1. The bidder shall be Original Equipment Manufacturer (OEM) / Direct Importer / Authorised Distributors/dealers/Reputed Organizations/Authorised System Integrator in India. Self Declaration to be submitted.
2. The bidder shall have to be in this business, i.e., this type of equipment, for a period of at least 5 (Five) years and should have minimum 50 installation for Gas Chromatography system in Eastern India with supporting documents
3. The bidder shall have independently executed one similar order of at least Rs. 20 lakhs in total preferably in a Government Department/PSU/Autonomous Body/ Any reputed organisation during last five financial years (2009-2010, 2010-2011, 2011-12, 2012-13 & 2013-14). References order copy for the particular item along with Performance Report/Completion Report for that particular order to be submitted.
4. The bidder shall have aggregate turnover of not less than Rs.3.00 crore in each year for last three financial years (2011-12, 2012-13 & 2013-14). Audited Accounts and necessary Audited Statement to be submitted.
5. The bidder should have valid VAT Registration Certificate, Service Tax Registration Certificate, Trade License and Proof of your ownership/partnership organisation. All the documentary evidence to be submitted.
6. Bidder other than OEM shall have to submit Manufacturer's Authorizations for Gas Chromatography Head Space (GS – HS) System as per format (Section - I) and OEM have to submit declaration as per format (Section - J).
7. Bidder should submit Earnest Money Deposit (EMD) of Rs.100000.00 (Rupees One Lakh only) in the form of Demand Draft from any Scheduled Bank in favour of Webel Technology Limited payable at Kolkata.
8. Bidder should submit Tender Document Fee of Rs.5000.00 (Rupees Five Thousand only) in the form of Demand Draft from any Scheduled Bank in favour of Webel Technology Limited payable at Kolkata.
9. The bidder shall have Quality Certificate (ISO 9001:2008 & GLP Compliance). Copy of ISO Certificate to be submitted.
10. The Bidder must have Support Service Center with manpower in Kolkata. The detailed Support Service with manpower for bidder should be submitted as per format (Section – K).
11. The bidder shall not have been blacklisted / suspended by any Ministry/Department of State/Central Government or PSU Organization or bilateral / multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of bid submission Declaration on bidder's letter head to be submitted.

SECTION – B

DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	21.01.2015 & 00.00 hrs
2	Documents download/sale start date (Online)	22.02.2015 & 00.00 hrs
3	Last Date and time of sending the queries (Offline)	30.01.2015 & 16.00 hrs
4	Pre Bid Meeting at WTL Office (Off Line)	03.02.2015 & 15.00 hrs
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	05.02.2015 at 10.00 Hrs
7	Last Date & time of submission of original Demand Draft/Pay Order for cost of Earnest Money Deposit (Off line)	13.02.2015 at 13.00 Hrs
8	Last Date & time of submission of original Demand Draft/Pay Order for cost of Tender Documents, in case the bidder did not attend the Pre Bid Meeting (Off line)	13.02.2015 at 13.00 Hrs
9	Bid Submission closing date & time (On line)	11.02.2015 & 17.00 hrs
10	Bid opening date & time for Technical Proposals (Online)	13.02.2015 & 15.00 hrs
11	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any	-
12	Date for opening of Financial Bid (Online)	-

SECTION – C

INSTRUCTIONS TO BIDDER

1. Definitions

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

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

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

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

“Contract” is used synonymously with Agreement.

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

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

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

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Excise Directorate and eventually Gov. of W. Bengal of the benefits of free and open competition.

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

“Similar Nature” means supply & installation of Gas Chromatography Head Space (GS – HS) System

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

“GoI” shall stand for the Government of India.

“GoWB” means Government of West Bengal

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

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

“Project” Supply & Installation of Gas Chromatography Head Space (GS – HS) System for Excise Directorate, Govt. of West Bengal

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

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

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

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

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

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

“Period of Agreement” means 2 years from the date of installation & acceptance and 3 years of Maintenance Contract after warranty.

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

“ED” shall mean Excise Directorate, Govt. of West Bengal

“Service” means provision of Contracted service viz., operation, maintenance and associated services for DEPLOYED SYSTEMS.

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

"Uptime" means the time period when specified services are available with specified technical and service standards as mentioned in section titled WARRANTY SUPPORT”

“%Uptime” means ratio of 'up time' (in minutes) as mentioned in section titled “Warranty support”

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

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

2. Pre Bid Meeting

Pre Bid Meeting will be held on 03.02.2015 at 15.00 hrs at premises of WTL. Bidder can send their queries as per format (Section - P) to Manager (Purchase) & copy to Mr. P. S. Mitra. Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. The entrance to the Pre Bid Meeting will be limited to two persons per bidder who will submit Tender document Fee before the Pre Bid Meeting and carrying valid authorization letter on official letter head bearing company seal.

3. Cost of Bidding

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

4. Bid Document

Bidder is expected to examine all instructions, forms, terms and requirement in the bid document. The

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

5. Amendment of Bid Document

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

6. Modification and Withdrawal of Bids

The bidder may modify or withdraw its bid after submission but before the deadline prescribed for bid submission. The bidder cannot modify or withdraw the bid after closing of date & time of Bid Submission. If any bidder tries to Withdrawal the bid after the bid submission deadline then the bidder's EMD will be forfeited without prior information.

7. Language of Bid & Correspondence

The proposal will be prepared by the Bidder in English language only. All the documents relating to the proposal (including brochures) supplied by the firm should also be in English, and the correspondence between the Bidder & WTL will be in English language only. The correspondence by fax/E-mail must be subsequently confirmed by a duly signed formal copy.

8. Bidder's Solution

The bidders are requested to study the Bill of Material supplied with this document carefully. While working out the solution the bidder has to work with the broad minimum specification provided in the tender documents, conforming to the model, make and Part number (wherever provided). While submitting the bid the bidder has to detail out all components needed to complete the system BOM. The bidder is required quote the item retaining all major components/sub system detailed and specified. As the contractor will be responsible fro smooth functioning of the system, availability of spares during the tenure of the warranty period has to be taken care of by the contractor to maintain the guaranteed uptime.

9. Earnest Money Deposit (EMD)

The firm shall furnish an EMD of Rs.1,00,000/- (Rupees One Lakh only) in the form of a demand draft from a Scheduled Bank payable at Kolkata and in favour of Webel Technology Limited. Any bid not accompanied with the EMD shall be rejected. The validity of EMD instrument will be initially 3 months, have to extend, if required.

10. Forfeiture of EMD

EMD made by Bidder may be forfeited under the following conditions:

If Bidder withdraws the proposal before the expiry of validity period.

During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process, the decision of WTL regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.

If Bidder violates any of the provisions of the terms and conditions of the proposal.

In the case of a successful Bidder, if Bidder fails to:

- a) Accept the work order along with the terms and conditions
- b) Furnish performance security.
- c) Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
- d) Submitting false/misleading information/declaration/documents/proof etc.

The decision of WTL regarding forfeiture of EMD shall be final and shall not be called upon to question

under any circumstances, besides, forfeiture of EMD even the Bidder will be deferred from participating in any job for a period of one year.

11. Forms And Formats

The various inputs for the Techno Commercial as Financial Bids are to be submitted in the format specified. The bidder shall use the form, wherever specified, to provide relevant information. If form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. For all other cases, the bidder shall design a form to hold the required information.

12. Lack of Information to Bidder

The bidder shall be deemed to have carefully examined the Bid document to his entire satisfaction. Any lack of information shall no in any relieve the bidder of his responsibility to fulfill his obligation under the bid. If bidder has any queries relating to bid document then he can send the queries before the Pre Bid Meeting.

13. Contract Execution

On receipt of the Letter of Award/Order the contractor should submit a performance Bank Guarantee (PBG) equivalent to 10% of the total contract value within two weeks from the date of receipt of Letter of Award/Order. The PBG should be valid for six month more than the warranty period. All delivery of the material will have to be completed within eight to ten weeks from the date of acceptance of contract and the contractor has to ensure all activities leading to the commissioning of the contract to be completed within the stipulated time from the date of award.

Subsequent to the award of contract, the contractor will have to arrange for the requisite material as per BOM. The material will have to be offered for pre-delivery inspection at the contractor's godown in Kolkata to be pre designated by the contractor. WTL will arrange fro pre delivery inspection of the material in the event the material is not acceptable for what so ever reason the material will have to be replaced by the contractor.

On successful pre delivery inspection the contractor would raise location wise delivery challans on WTL. WTL will in turn provide the necessary documentation based on which the material will have to be delivered, installed and tested by running application programs at the end customer location. These WTL documents will have to be duly endorsed by the end customer's representative as proof of delivery and installation. The contractor will raise necessary invoice for payment as per payment terms. On successful completion of Installation the warranty period count down will start. The warranty service support will have to be provided for the period as mentioned from the date of System Acceptance by WTL and end customer.

14. Inspection of Site

The bidder shall thoroughly acquainted themselves with the proposed supply & installation of the material by local inspection of site and make in to consideration of site condition and other criteria for effecting smooth execution of order. No claim whatsoever shall be entertained after finalization of tender/opening of bid.

15. Time Schedule for Delivery

The material shall be delivered within eight to ten weeks from the date of placement of order. The material to be supplied and installed at Chemical Examination Laboratory at 46, Christopher Road, 4th floor, Kolkata – 700046.

16. Liquidated Damage / Penalty

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

17. Suspension of Work

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

18. Terms of Payment

Payment terms will be on back-to-back basis and upon completion of work order, i.e., payment will be made after 15 days upon receipt of payment from relevant customer, i.e., Excise Directorate, Government of West Bengal.

19. Liability

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

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

20. Patents & Copyright

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

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

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

21. Governing Laws

This contract shall be governed by and interpreted by Arbitration clause in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract. The Contractor shall keep himself fully informed of all current national, state and municipal law and ordinances. The Contractor shall at their own expense, obtain all necessary permits and license and pay all fees and taxes required by law.

22. Corrupt or Fraudulent Practices

The Tender Committee requires that the bidders under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. For this purpose the definition of corrupt

and fraudulent practices will follow the provisions of the relevant laws in force. The Tender Committee will reject a proposal for award if it detects that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question. The Tender Committee will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

23. Binding Clause

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

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

24. Workmen's Compensation

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

25. Contractor's Employees

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

26. Safety Measures

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

27. Equipment

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

28. Sub-Contract

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

29. Termination for Default

WTL may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the contractor, terminate the order in whole or in part.

If the contractor materially fails to render any or all the services within the time period specified in the

contract or any extension thereof granted by WTL in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from WTL. If the project (delivery, installation as well as warranty maintenance support) is not carried out according to specification due to deficiency in service as per terms of the contract. In such case WTL will invoke the amount held back from the contractor as PBG.

30. Bankruptcy

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

31. Force Majeure

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

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

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

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

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

- Constitute a default or breach of the contract.
- Give rise to any claim fro damages or additional cost or expense occurred by the delay or nonperformance

If, and to the extent, that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

32. Insurance Coverage

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

33. Warranty

The Contractor will warranty that products supplied under the contract are newly made and are free

from defects in the design, engineering and workmanship. The Contractor would be responsible for the up keep and maintenance of the infrastructure and necessary deliverables under the scope of work during the entire warranty period, i.e., 24 months from the date of final installation & acceptance of the system by the customer. Service support for the entire warranty period will be on site and comprehensive (including spares) and free of cost for the entire warranty period.

34. Warranty Support

The equipment supplied will be warranted against bad workmanship and manufacturing defects, as mentioned in Bill of Material, from the date of acceptance of the system whole or part. Service support for the entire warranty period will be on site and comprehensive (including spares and all software support) and free of cost for the entire warranty period. Any service call should be attended within 24 hrs/next working day.

35. Maintenance Contract

Annual Maintenance Contract for the equipment shall be covered after completion of warranty period, i.e., it will be covered for 3rd Year, 4th Year and 5th Year from the date of final install & acceptance of the system by the customer and it should be comprehensive (including spares and all software support) on site. The price is to be quoted for three separate years.

36. Training

ATLEAST 10 days onsite training after final installation & acceptance shall be provided including some method development for alcohol analysis Free of Cost

37. Penalty Clause

For formation of cartel or furnishing misleading documents: During the tender process or at any state during the validity of the tender, it is found that the bidder has formed a cartel in what so ever form or name to fix up the rates or suppliers to the detriment of fairness of the process, penal measures shall be initiated.

38. Performance Bank Guarantee (PBG)

As a guarantee for timely delivery, installation and commissioning of equipment as well as performance of on-site warranty support, as mentioned in Bill of Material, from the date of final acceptance of systems and pertaining to proper running of the systems, the bidder will have to submit 10% of the contract value as security in the form of Performance Bank Guarantee from any nationalized/scheduled bank valid for 90 days beyond the warranty period. PBG to be submitted within 15 days from the date of issuance of order.

39. Contractor's Responsibilities

The contractor shall conduct all contracted activities with due care and diligence, in accordance with the contract and with the skill and care expected of a competent provider of Infrastructure Solution facility creator, subsystems and other related services or in accordance with best industry practices.

The contractor confirms that it has entered into this contract on the basis of a proper examination of the data relating to the facility provided by WTL and on the basis of information that the contractor could have obtained from a visual inspection of the site. The contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the contract.

The contractor shall be responsible for on site delivery, timely provision of all resources, information and decision making under its control that are necessary to reach a mutually agreed and finalized project within the time schedule. The contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings that are necessary for the performance of the contract.

The contractor shall comply with all relevant laws in force in India. In particular, the contractors shall provide and employ only such personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

The contractor assumes primary responsibility for all the testing for the Infrastructure Solution, in accordance with relevant provision of this tender.

To achieve the above deliverables the contractor on receipt would:

- Designated a single point of contact within seven days from the award of contract

- Submit detailed Implementation Plan of supply & installation.
- Submit a mutually approved Acceptance Test Procedure in consultation with WTL
- Offering of equipment for pre-delivery inspection
- Delivery of equipment
- Installation and commissioning
- Final Acceptance of deployed systems

40. Purchaser's Responsibilities

WTL shall be responsible for provision of all resources, access and information under its control that are necessary during implementation of work relating to this job. The confidentiality of the data being shared shall be maintained.

The following facilities shall be provided for working on the assignment:

- WTL will work with the Excise Directorate to identify the site needed for installation of equipment
- Once the contractor receives the scheduled material at their Kolkata warehouse, the contractor should inform WTL its readiness to offer the material for conducting the pre-delivery inspection
- WTL would depute its representative within seven days from the receipt of the intimation from the contractor to conduct the pre-despatch inspection.
- WTL or its representative will supervise the Installation and commissioning Test of equipment and services including Partial Acceptance/Final Acceptance Test as per laid down criteria. The contractor to conduct such test shall provide all assistance.

41. No waiver of Rights

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

42. Grafts, Commissions, Gifts, etc.

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

43. Enforcement of Terms

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

44. Period of Validity of Offer

For the purpose of placing the order, the proposals shall remain valid till 180 days. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, WTL may ask for extension of the period of validity and such a request shall be binding on Bidders. WTL's request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

45. Taxes & Duties

- The prices shall be inclusive of all taxes & levies including VAT/Service Tax. However the rate and quantum of taxes should be indicated separately in the Financial Bid / bill. The Purchaser shall reimburse taxes and levies at actual as applicable at the time of delivery.
- The Purchaser shall be authorized to deduct any tax as applicable from the bidder from the bidder's payment.
- For the purpose of the Contract, it is agreed that Contract Price specified in Financial Bid, is based on the taxes & duties and charges prevailing at the date one day prior to the last date of Bid submission date. If any rate of tax changes and new tax rate is introduced then it will be accessed on the Bidder in connection with the performance of the Contract, an equitable adjustment of the Contract Price or deduction there from as the case may be.
- Deduction of all statutory and necessary Tax from each bill will be made as per Act/Government Order prevailing at the time of payment. Necessary tax deduction certificate will be issued on demand by the Company.
- Bidder submitting a tender shall produce up to date VAT, Income Tax and Professional Tax Certificate in the standard form from the Tax Authority or a Certificate that the assessment is under consideration. All such clearance certificates shall remain valid on the last date of permission.

46. Discrepancies in Bid

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

47. Opening of Bid by WTL

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

48. Contacting WTL

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

49. WTL's Right to Reject any or all Bids

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

50. Bid Currencies

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

51. Price

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

52. 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.

53. Non-Transferability of Tender

This tender document is not transferable.

54. Formats and Signing of Bid

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

55. Withdrawal of Bid

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

56. Interpretation of documents

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

57. Preparation of Tender

Tender shall be submitted in accordance with the following instructions:

- (i) Tenders shall be submitted in the prescribed forms. Digital signatures shall be used. Where there is conflict between the words and the figures, the words shall govern.
- (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 thereto 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 or telephonic proposals for modifications will be acceptable.
- (iv) Tenders shall be uploaded as notified on or before the date and time set for the opening of tenders in the Notice Inviting Tenders.
- (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 company seal by the bidder.

58. Clarification of Bid

During evaluation of the bids, the Customer/Tender Committee, at its discretion may ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing (fax/email) and no change in the substance of the bid shall seek offered or permitted.

59. Compliance with Law

The contractor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required. The contractor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

60. Erasures or Alternations

The offers with overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript ions is not only signed by the authorized signatory of the bidder. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in.

Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Customer may treat offers not adhering to these guidelines as unacceptable. The Customer may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This shall be binding on all bidders and the Tender Committee reserves the right for such waivers.

61. General Terms

- (i) 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.
- (ii) All the documents to be submitted by the bidder along with their offer should be duly authenticated by the person signing the offer and if at any point of time during procurement process or subsequently it is detected that documents submitted are forged/tampered/manipulated in any way, the total responsibility lies with the bidder and WTL reserves the full right to take action as may be deemed fit including rejection of the offer and such case is to be kept recorded for any future dealing with them.
- (iii) No Technical/Commercial clarification will be entertained from the bidders after opening of the tender.
- (iv) Overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript is not only signed by the authorized signatory of the bidder. All overwriting should be separately written and signed by the authorized signatory of the bidder.
- (v) Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. WTL reserve the right to increase the quantity specified in the tender.
- (vi) WTL reserve the right to reject or accept or withdraw the tender in full or part as the case may be without assigning the reasons thereof. No dispute of any kind can be raised the right of buyer in any court of law or elsewhere.
- (vii) 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.
- (viii) WTL reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- (ix) No dispute by the bidders in regard to Technical/Commercial points will be entertained by WTL and decision taken by the Tender Committee will be final.
- (x) Discrepancy in the amount quoted by the bidder due to calculation mistake, the unit rate shall be regarded as firm and the totaling or carry in the amount quoted by the bidder shall be corrected accordingly.
- (xi) The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- (xii) The acceptance of the tender will rest with the accepting authority.
- (xiii) The bidder must be present at the time of opening of the Tender. We are not answerable for any queries of any bidder who remain absent at that time.
- (xiv) The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

SECTION – D

TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT

1. EVALUATION PROCEDURE

- Bidders who have submitted the valid Bid Security, i.e., EMD, Tender Document Fee & Bid Form (Section - E) as per requirement shall be considered for further evaluation. Absence of these documents may lead to summary rejection of the bid.
- The Eligibility Criteria (Section - A) will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- The Tender Committee shall evaluate / verify the Technical Specification (Technical Specification sheet / brochure & Compliance Statement (Section – H). Deviation in specification shall not be allowed. Bidder qualified in Technical Specification shall be considered for further evaluation.
- After qualifying in Technical Specification, qualified bidders will only be considered for Financial Bid evaluation.

2. FINAL EVALUATION

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

3. AWARDING OF CONTRACT

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

4. POST QUALIFICATION

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

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)

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

Sub: Supply & Installation of Gas Chromatography Head Space (GS – HS) System.

Dear Sirs,

1. We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. WTL/ED/GC/14-15/010 dated 21.01.2015 do hereby propose to execute the job as per specification as set forth in your Bid documents.
2. The price quoted are firm during the entire period of execution irrespective of date of completion and not subject to any price adjustment as per in line with the Bid documents. The price and others terms & conditions will remain valid for a period of 180 (One hundred eighty) days from the date of price bid opening and it shall remain binding upon us for acceptance at any time before the expiry of the period. We further declare those prices quoted in our proposal are in accordance with Bid document.
3. We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
4. Earnest Money Deposit: We have enclosed EMD in the form of Demand draft for a sum of Rs.1,00,000/- (Demand Draft no. _____ dated _____ drawn on _____)
5. We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.
6. If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.
7. We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to ten percent (10%) of the Order value as stipulated in Financial Bid.
8. We agree that WTL reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, thisday of2015

.....
Signature

.....
Name in full

.....
Designation

Signature Verified by Head of Institution

.....
Name & Designation

.....
Full Signature & Stamp

SECTION – F

GUIDANCE FOR E-TENDERING

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

- **Registration of Bidder:**

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

- **Digital Signature Certificate (DSC):**

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

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

- **Participation in more than one work:**

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

- **Submission of Tenders:**

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

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

Techno Commercial Cover:

Technical Document1

1. Copy of Demand Draft of Earnest Money Deposit (EMD)
2. Copy of Demand Draft of Tender Application Fee
3. Bid Form as per format (Section – E)

Technical Document2

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

Technical Compliance

1. Technical Specification With Compliance Statement (Section – H)
2. Manufacturer Authorisation Form (Section – I) / OEM Declaration (Section – J)

Financial Cover:

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

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

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

Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES	A1. CERTIFICATES	<ul style="list-style-type: none"> VAT Registration Certificate Service Tax Registration Certificate, Trade License Copy of Proof of ownership/partnership organisation as per Clause no. 5 of Section – A
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	<ul style="list-style-type: none"> Company Profile (Not more than 5 pages) ISO Certificate as per Clause no. 9 of Section – A
		B2. COMPANY DETAILS 2	<ul style="list-style-type: none"> Supporting documents as per Clause no. 2 of Section – A Order copies as per Clause no. 3 of Section – A
C	CREDENTIAL	CREDENTIAL 1	<ul style="list-style-type: none"> Bidder's Details as per format (Section – O) Manufacturers Certificate for availability of spares
D	FINANCIAL INFO	WORK IN HAND	Financial Capability of Bidder as per format (Section – N)
		P/L & BALANCE SHEET 2009-2010	P/L & BALANCE SHEET 2011-2012
		P/L & BALANCE SHEET 2010-2011	P/L & BALANCE SHEET 2012-2013
		P/L & BALANCE SHEET 2011-2012	P/L & BALANCE SHEET 2013-2014
E	DECLARATION	DECLARATION 1	<ul style="list-style-type: none"> Support Service Center & manpower in India (OEM) Support Service Center as per Clause no. 10 of Section – A
		DECLARATION 2	<ul style="list-style-type: none"> List of Clients of Similar Order, Section – M Technical Literature / Specification Sheet
	MANPOWER	TECHNICAL PERSONNEL	<ul style="list-style-type: none"> Self Declaration as per Clause – 1 of Section – A Declaration as per Clause no. 11 of Section – A
		TECHNICAL PERSONNEL	<ul style="list-style-type: none"> Product brochure Technical Literature/Specification Sheet Other documents, if any

Note:

The one set of hand copy of the above Technical/Techno Commercial documents submitted shall reach Webel Technology Ltd. office Block – BP, Sector – V, Salt Lake, Kolkata - 70091 before opening of Technical Bid.

SECTION – G

BILL OF MATERIAL

Sl. No.	Item, Description	Quantity
1	Gas Chromatography Head Space (GS – HS) System (Detailed specification given in Section – H)	1 No.

Note:

Manufacturer should certify that all spares and consumables will be supplied 7 years from the date of Installation of the system for smooth functioning.

Specification of Instruments should be supported by Technical Literature/specification sheet.

Bidders to ensure that the product quoted is as per tender specifications. Supporting documents i.e., Product brochure, OEM website & OEM documents etc. highlighting various features as asked for must be enclosed.

The offer should be made with all details & PART NUMBERS of the items mentioned in the tender (Section – H) & nothing should be kept hidden or un spelt. Incomplete offers will be rejected.

SECTION – H

TECHNICAL SPECIFICATION & COMPLIANCE SHEET

(Tender No. WTL/ED/GC/14-15/010)

Sr.	Technical Specification	Quoted Technical specification	Part No	Make & Model	Bidders deviation if any
1.	GC-System : Fully automated microprocessor controlled with extensive self diagnostic facilities with upgradable to MS/MS				
	Oven Temperature- Ambient to 450°C or higher with 20 or more ramps facilities settable maximum 110°C/minute or more and fast cool down of the oven temperature				
	Injector Temperature- Up to 450°C or better				
	Injector -Split and split less injector for capillary column with capability of fitting mega bore and narrow bore capillary column				
	Flow controller for carrier and Detector- Automatic digital flow and pressure controller/EPC/IEC				
	Safety features -Auto leak detection of carrier gas & automatic shut down of GC in case of leak. GC System should have a gas saver mode.				
	Windows based Software (Original with part number)and should be able to control all GC parameters through computer and validation package should be provided for the entire system				
	High sensitivity FID Detector, detectivity 1.5 pg C /sec or better, Linear dynamic range Better than 10 ⁷				
	GC-Oven heater-2 set spare				
2.	AUTOSAMPLER: LIQUID - HEAD SPACE – AUTO SAMPLER (Injection Mode) Dual Type				
	Software controlled Three dimensional X-Y-Z movement Liquid - Head Space-Auto sampler Easy interchangeability for Liquid and headspace sampling				
	Auto sampler (Liquid)				
	Liquid Injection Syringe (Self recognized)capacity – capable of handling liquid volumes in the range from 0.1 ul -10 ul or more				
	Syringe cleaning- Washing station with minimum 2 solvents or more for a total volume of 40 ml or more				
	Injection mode				
	Vial volume 2 ml , 10ml, 20ml with required tray				
	Auto sampler (Head space)				
	HS Syringe 1ml, 2.5ml, 5 ml or more				
Syringe temperature 40°C or less to					

	150°C or more				
	Syringe flush Using inert gas				
	Incubation oven capacity 6 vials				
	Incubation oven temperature range 40°C or less to 150 ° C or more with agitation				
	Vial Capacity 10 and 20 ml				
	Overlapping sample processing facility should be provided				
	Validation -System should have validation facility				
	HS - vials with caps and septa 5000 sets compatible with supplied system (2 ml)				
	Liquid auto sampler vials with caps and septa 5000 sets compatible with supplied system				
	Injection syringe- Liquid 10 microlitre- 5 nos; Headspace syringe-2.5 ml capacity-5 numbers				
3.	Columns and other items: DB Wax ert – 50m x0.32 mm x 1 micrometer film thickness or equivalent - 2 numbers				
	DB 624 –30m x 0.53 mm x 3 micrometer film thickness or equivalent - 1 numbers				
	CP-Wax 57 CB - 25m X 0.25 mm (I.D.) X 02 micro meter film thickness or equivalent – 2 numbers - for alcohol and related analysis for breweries and wine industries				
	User friendly Software (Licensed version)- Should be Windows based operating system with validation facility and capable for Headspace				
	Data system- latest data station (i5) with 21" LCD display and colour laser jet printer				
	Hydrogen Gas Generator with all spares- 500 ml / min, purity 99.9999% (Domnick Hunter / PEEK)				
	Zero Air generator – one for GC and FID operation with all spares, gas lines, valve, gas controller. 1lit /min capacity (Domnick Hunter / PEEK)				
4.	(i) UPS- One 10KVA Online UPS with 1 Hour Backup from APC/LIBERT/NUMERIC (TRUE ONLINE UPS, WITH ISOLATION TRANSFORMER) single Phase Input / Single Phase Output along with input power factor 0.99 with inbuilt isolation transformer. SMF Battery for 60 minutes back up 12V, 42AH, 26Nos. of Battery, Rack and interconnecting cable for 26nos. 42AH Batteries with cabinet				
	(ii) Gas Cylinder with SS dual stage regulators (two sets) (High Purity Helium) – Two Cylinder with all Cylinder certification				
	(iii) Gas distribution panel with purifiers, moisture trap SS regulator, toggle valve, Pressure gauge, gas controller and international standard				

coated gas lining to be installed free of cost				
(iv) one tool box with all kits.				
(v) Crimper and De-crimper- 1 sets imported				
(vi) Requisite Equipment Platforms				
(vii) Hot Air oven for vial dry purposes- 1 number				

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

SECTION – I

MANUFACTURER’S AUTHORIZATION FORM

Date:

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

Ref: Tender No.: WTL/ED/GC/14-15/010 dated 21/01/2015

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

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

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

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

We also confirm that the products quoted are on our current product list and are not likely to be discontinued with in from the day of this letter. We assure availability of spares for the products up to seven years from installation.

We also confirm that the material will be delivered within six to eight weeks from the date of placement of confirmed order.

Name _____ In the capacity of _____

Signed _____

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

Dated on _____ day of _____

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

SECTION - J

OEM'S DECLARATION FORM

Date:

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

Ref: Tender No.: WTL/ED/GC/14-15/010 dated 21.01.2015

WHEREAS _____ who are official producers of _____ and having production facilities at _____ do hereby declare that we are directly submitting a bid of the Products, as per tender, produced by us, for the Supply Requirements associated with the above Invitation for Bids

When supplied by us these products are subjected to five years onsite comprehensive warranty and we will remain fully responsible for meeting our warranty terms

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

We also confirm that the Life of the product is _____

Name _____ In the capacity of _____

Signed _____

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

Dated on _____ day of _____ 2015

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

SECTION - K

DETAILS OF SERVICE SUPPORT CENTER & MANPOWER
(BIDDER)

(Tender No. WTL/ED/GC/14-15/010)

Sl. No.	Service Support Centre Address	Name of Support Personnel	Contact Details	
			Phone No.	
1			Phone No.	
			Mobile No.	
			Email ID	
2			Phone No.	
			Mobile No.	
			Email ID	

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

SECTION - L

DETAILS OF SERVICE SUPPORT CENTER & MANPOWER IN INDIA
(OEM)

(Tender No. WTL/ED/GC/14-15/010)

Sl. No.	Service Support Centre Address	Name of Support Personnel	Contact Details	
			Phone No.	
1			Phone No.	
			Mobile No.	
			Email ID	
2			Phone No.	
			Mobile No.	
			Email ID	

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

SECTION - N

FORMAT FOR FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/ED/GC/14-15/010)

FINANCIAL INFORMATION

Sl. No.	Name of the Bidder	Turnover (Rs/Crores)		
		2011-12	2012-13	2013-14
1				

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Note:

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

SECTION - O

FORMAT FOR BIDDER'S DETAILS

(Tender No. WTL/ED/GC/14-15/010)

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

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

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

SECTION – P

PROFORMA FOR PRE-BID MEETING QUERIES

(Tender No. WTL/ED/GC/14-15/010)

Name of the Bidder: _____

Queries

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

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

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

SECTION – Q

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

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

Ref Bank Guarantee no.....

Date.....

PROFORMA OF BG FOR SECURITY DEPOSIT

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

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

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

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

(5) The liability under the Guarantee is restricted to Rs. _____ (Rupees _____) only and will expire on _____ and unless a claim in writing is presented to us or

an action or suit to enforce the claim is filed against us within 6 months from _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter)

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

(7) The executants has the power to issue this guarantee on behalf of Guarantor and holds full and valid power of Attorney granted in his favour by the Guarantor authorizing him to execute the Guarantee.

(8) Notwithstanding anything contained herein above, our liability under this guarantee is restricted to Rs. _____ (Rupees _____) only and our guarantee shall remain in force up to _____ and unless a demand or claim under the guarantee is made on us in writing on or before _____ all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

WE, _____ lastly undertake not to revoke this guarantee during the currency except with the previous consent of the Purchaser in writing. In witness whereof we _____ have set and subscribed our hand on

this _____ day of _____.

SIGNED, SEALED AND DELIVERED

WITNESS

1) _____

(Stamp of the executants)

2) _____
(Name & address in full with
Rubber Stamp)

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. Bank Guarantee (B.G.) for Advance payment, Mobilization Advance, B.G. for security Deposit-cum-Performance Guarantee, Earnest Money should be executed on the Non-Judicial Stamp paper of the applicable value and to be purchased in the name of the Bank.
2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favour with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
3. The B.G. should be executed by a Nationalised Bank/ Scheduled Commercial Bank preferably on a branch located in Kolkata. B.G. from Co-operative Bank / Rural Banks is not acceptable.
4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
5. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp shall be treated as Non-valid.
6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
7. The content of the B.G. shall be strictly as Proforma prescribed by WTL in line with Purchase Order /LOI/ Work Order etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
9. In case of extension of a Contract the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in Purchase Order / LOI / Work Order etc.
11. Issuing Bank / The Vendor are requested to mention the Purchase Order / Contract / Work Order reference along with the B. G. No. for making any future queries to WTL

SECTION – R

DECLARATION OF ELIGIBILITY CRITERIA

(Tender No. WTL/ED/GC/14-15/010)

(In Bidder's Letter Head)

Sl. No.	Eligibility Criteria	Document Submitted	Reference Document Submitted
1	The bidder shall be Original Equipment Manufacturer (OEM) / Direct Importer / Authorised Distributors/dealers/Reputed Organizations/Authorised System Integrator in India. Self Declaration to be submitted.	Yes/No	
2	The bidder shall have to be in this business, i.e., this type of equipment, for a period of at least 5 (Five) years. Self Declaration to be submitted. and should have minimum 50 installation for Gas Chromatography system in Eastern India with supporting documents	Yes/No	
3	The bidder shall have independently executed one similar order of at least Rs. 20 lakhs in total preferably in a Government Department/PSU/Autonomous Body/ Any reputed organisation during last five financial years (2009-2010, 2010-2011, 2011-12, 2012-13 & 2013-14). References order copy for the particular item along with Performance Report/Completion Report for that particular order to be submitted.	Yes/No	
4	The bidder shall have aggregate turnover of not less than Rs.3.00 crore in each year for last three financial years (2011-12, 2012-13 & 2013-14). Audited Accounts and necessary Audited Statement to be submitted.	Yes/No	
5	The bidder should have valid VAT Registration Certificate, Service Tax Registration Certificate, Trade License and Proof of your ownership/partnership organisation. All the documentary evidence to be submitted.	Yes/No	
6	Bidder other than OEM shall have to submit Manufacturer's Authorizations for Gas Chromatography Head Space (GS – HS) System as per format (Section - I) and OEM have to submit declaration as per format (Section - J).	Yes/No	
7	Bidder should submit Earnest Money Deposit (EMD) of Rs.100000.00 (Rupees One Lakh only) in the form of Demand Draft from any Scheduled Bank in favour of Webel Technology Limited payable at Kolkata.	Yes/No	
8	Bidder should submit Tender Document Fee of Rs.5000.00 (Rupees Five Thousand only) in the form of Demand Draft from any Scheduled Bank in favour of Webel Technology Limited payable at Kolkata.	Yes/No	
9	The bidder shall have Quality Certificate (ISO 9001:2008 & GLP Compliance). Copy of ISO Certificate to be submitted.	Yes/No	
10	The Bidder must have Support Service Center with manpower in Kolkata. The detailed Support Service with manpower for bidder should be submitted as per format (Section – K).	Yes/No	
11	The bidder shall not have been blacklisted / suspended by any Ministry/Department of State/Central Government or PSU Organization or bilateral / multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of bid submission Declaration on bidder's letter head to be submitted.	Yes/No	

Stamp & Signature of Bidder