

PURCHASE MANUAL

OF

West Bengal Electronics Industry Development Corporation Limited
(A Govt. Of West Bengal Undertaking)
Block-EP&GP , Sector-V , Salt Lake , Bidhan nagar ,
Kolkata-700 091.

(Approved & adopted by Board of Directors of WBEIDC Limited on 30.04.2010)

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CHAPTER-1

PREAMBLE

WBEIDC LTD's aim is to procure the material / services of the specified quality , at the most competitive rates , in a fair , just and transparent manner .The main tenet of public procurement process are economy , efficiency , fairness and transparency . Keeping that in view, the main objective of Purchase / Awarding contract procedures are to ensure procurement of material / services/project implementation of desired quality for our valued customers/ clients (Both for departments of Govt Of West Bengal and Other than the Govt departments) at desired time and desired quantity and at the optimum cost maintaining transparency.

In view of the G.O no.1141-F dated 12th February , 2007 , 7859-F dated 1st November 2006, 1782-F dated 1st March-2006 and 3876-F dated 2nd May-2005 issued by Finance Department , Government of West Bengal , WBEIDC LTD has to meet the requirement of different departments of Govt. of West Bengal . In addition to that, in the emerging IT scenario in different sectors WBEIDC LTD has to respond quickly for procurement of material / services so as not only to keep its market share intact but also to expand and acquire new market segments .

It is essential not only to see the cost of materials/services being procure but also the time required for its procurements as well as successful implementation so as to make its presence felt among various other competitors. Thus , not only the cost and time factor is required to be taken into consideration , but at the same time , the opportunity cost should not be lost due to long gestation period of procurement and implementation is also to be taken into consideration , i.e., the business opportunity is also one of the most important factors for implementation of any such venture/project. Hence, under such circumstances, it is essential to take an overall view for cost of material/service, lead-time. systematic procurement, as well as business opportunity for any such venture/ project. In such a situation , the management committee / WBEIDC LTD Board may decide the methodology to be adopted for such procurement taking into consideration cost , time as well as business opportunity as situation warrants. In addition to open tendering, the following methodologies can be adopted :-

This manual contains the detailed procedures, guidelines to be followed by WBEIDC LTD and all its subsidiaries to ensure smoother and faster decision-making.

APPLICABILITY OF PURCHASE MANUAL

This manual is a guideline and all purchases are to be regulated as per procedure laid down therein. However, in some specific cases, it may become necessary to arrange materials/ services by adopting methods not indicated in the manual. In such cases, specific approval of MD in his absence E.D of WBEIDC LTD will have to be obtained before initiating such action , detailing the reasons as to why procurement becomes necessary not as per the guidelines of the Purchase Manual. This is the 1st Version of Purchase Manual containing version number 0.0 and will be amended time to time as per the experience obtained through this manual as well as change in business model or business policy of the organization . However , all the amendments should be with the approval of Board of Directors of WBEIDC LTD and suitably annexed with this version .

CHAPTER- II

PREPARATION OF PROPOSAL / QUOTATION FOR CUSTOMER

2.1 All proposals / quotations to our valued customers are to be signed by head of unit or an officer not less than DGM level with the approval of Head of the Unit. This will be the prime responsibility of the project manager under head of unit to prepare the proposal / quotation and submit to Unit Head for his approval and due signature on the proposal. The project manager may take help of technical experts in their group / internet for the preparation of judicious proposal using scientific and technical methods.

2.2 Following shall be the guidelines for the preparation of Quotations / Proposals: -

- a) For frequently purchased items (i.e. items purchased at least thrice in last one year), the quotation shall be based on the last purchase price obtained through normal tendering and competitive bids with adjustment for variation in the prices of different spares and company's profit margin.
- b) For new items, techno commercial proposal can be prepared taking into consideration of the present market price. If required, budgetary quotations may be obtained for new items or new technology only by the commercial dept. There will be absolutely no obligation to place the order to that company, if we can bag the order directly from the customer through that techno commercial proposal.
- c) For proprietary /branded items, suppliers' price list/ rates along with the applicable discounts shall be obtained for preparing the quotation/proposal. Such list should be obtained directly from the manufacturer only and the list supplied by the dealers / authorized agents should not be considered unless directed by OEM.
- d) For job contracts, fresh proposals shall be prepared for each case and only the last order value shall not be considered as the sole basis. For back end calculation (to be submitted by the project manager to the Unit Head along with the draft proposal) the proposed project may be split into :-
 - i) Job elements.
 - ii) Supplies to be made.
 - iii) Manpower cost /Infrastructure / tools and tackles to be provided.
 - iv) Any other services, taxes & levies
 - v) Any other operational cost.

2.3 The unit head / Authorized signatory (Not below than a DGM) shall devise a proper system of numbering the quotations/proposals sent to the customer and their follow up reference at different stages.

TENDERS TO BE SUBMITTED

1. Normally the sales department should address tenders for obtain orders and increasing turn over of the company, knowing fully about the market price and the capacity of execution team. Before addressing tender, budgetary quotations can be obtained from enlisted reputed vendors. There will be absolutely no obligation to place the order on that company, if we can bag the order from the customer through that tender of value more than 02 Lacs. If the Tender value is less than 02 Lacs, then a formal limited tender can be floated to obtain the L-1 price and loading Webel's profit margin, tender can be addressed. In that case , if Webel wins the tender , the purchase order will be placed on the already defined L-1 party .
2. Some times, specially in Networking project / Software Development projects, it becomes necessary to tie-up with a reputed vendor (having vast experience & track record in the specified field) to address the tender. In such cases, the indenting department should get approval of Executive Director in charge of that department, clearly stating back-to-back payment terms, back Depending on nature and volume of tender specific partner to back PBG & EMD and the profit margin.

- a) The minimum existence of the company in this nature of work is 3 years .
- b) The company should have executed at least 35% of the tendered value of job of similar nature in last FY.
- c) The company with whom the tender to be addressed should confirm all the relevant para of format for approval in writing. The declaration of the company is to be attached with the format.
- d.) The company should have an average turn over of 150% of the tendered value for last consecutive three years (Audited balance sheet to be attached).
- e) Depending on nature and of value tender specific partner would be selected by marketing department in association with commercial department.

This format duly filled & signed by marketing department along with all relevant documents with the recommendation of HOD should reach to concerned Executive Director, at least 7 days before the last date of submission of tender.

Ref :

Date : / /

Sub : Approval for selection of execution partner before addressing advertised open Tender No.....Date

Sl..No	Parameter	Particulars
1.	Name of Tendering Authority	
2.	Tender published in & date (Attach tender notice)	
3.	Estimated value of the tendered work	
4.	Last date of submission	
5.	Date of pre-bid conference	
6.	Brief description of scope of work	
7.	EMD to be deposited (in Rs)	
8.	PBG amount (In Rs.)	
9.	Profile of proposed company as execution partner	
10.	Turn over of the company in last three years. (Audited balance sheet)	
11.	Whether the proposed company is having work completion certificate of similar nature of job of value at least 35% of the tendered value.	
12.	Whether the proposed company is willing to submit the EMD & BG on back-to-back basis.	
13.	% of margin of Webel	
14.	How Webel can add value to the project, if we win the tender	
15.	What will be the approximate monitoring cost of the project?	
16.	Who, on behalf of Webel will liaison with the customer – (Technical& Commercial to be separate)	
17.	In case of failure of the project, whether the partner is agreed to get the job done at his risk and cost. (Attach a declaration of the proposed vendor)	
18.	Whether the DPR is prepared	

Manager

H.O.D

Executive Director (CD/ T)

After obtaining order/ Letter of Intent from the customer, the indenting department shall raise indent/OEN approved by an officer not below Executive Director level to commercial department for placement of LOI to the MOU partner. Once the PBG is submitted by the agency to Webel and agreement signed, Webel will submit the PBG to Customer (If required by the customer) and place the P.O to the Vendor.

PREPARATION OF TECHNICAL PROPOSAL WITH MOU PARTNERS

To address a specific project oriented business segment (not for sale of any H/W) like software application development, Networking jobs , Surveillance project , GIS based projects , Smart Card projects or any ITES services , WBEIDC LTD or its subsidiaries can enter into a Memorandum of Understanding (MOU) for a period of one year with a technically capable and financially strong Private agency . The MOU can only be executed by executive director of WBEIDC LTD with the written approval of MD (WBEIDC LTD). Head of finance of WBEIDC LTD should essentially vet the note for such MOU partner, before submitting it to MD (WBEIDC LTD).

The procedure of entering into an MOU and subsequent placement of order subject to bagging the order from Govt. WB is laid down below: -

1. On receipt of the written request (Enclosing their sufficient credential/ Work Completion certificates in last three financial years) from the interested Agency, for joining hands with WBEIDC LTD or its subsidiaries as a front-end partner, for exploring different business segment in various departments of Govt. of West Bengal, the head of executing department / unit shall get the administrative approval of Competent authority with financial concurrence for entering into an MOU with the party, which will be ratified by the WBEIDC LTD Board in the next board meeting. WBEIDC LTD management may also plan for organized drive for selecting MOU partners in different business segment with prior approval of WBEIDC LTD board.
2. The MOU thus formulated should reflect the payment terms as back to back and the minimum profit margin of WBEIDC LTD separately for tendered cases and non-tendered cases. The interaction with the customer department and project monitoring will be done by the executing department / unit of WBEIDC LTD. A draft MOU, after due approval of competent authority will be sent for legal vetting. Executive director will only sign a legally vetted MOU.
3. After entering into an MOU (Two sets in non-judicial stamp paper of Rs.100/), WBEIDC LTD will prepare techno commercial proposal with pricing in consultation with the MOU partner and submit it to respective department, Govt. of West Bengal for a specified project.
4. If, WBEIDC LTD or its subsidiaries receives the order from Govt. of West Bengal , based on the proposal , the company will issue an LOI (Letter of Intent) to the MOU partner . LOI should mention the MOU details.
5. Based on LOI, the MOU partner will submit a Performance Bank Guarantee (PBG) of either equivalent amount asked by Government or 5% of the total work value, whichever is more, within 10 days of receipt of LOI.

6. On receipt of PBG from the MOU partner, WBEIDC LTD will issue a firm work order, clearly stating all terms and conditions as back to back and all the terms and conditions imposed by the Govt of West Bengal will be binding by them .

7. An agreement (After Legal Vetting) between WBEIDC LTD or its group companies and the MOU partner with detail payment clauses, penalty clauses and exit clauses along with other terms and conditions will be executed within 15 days of issuing the firm work order. The payment to the MOU partner will be released, basing on this agreement.

CHAPTER-III

RAISING OF PURCHASE INDENT (ORDER EXECUTION NOTE)

3.1 After receiving a priced order from our Customer/ Client, the OEN (Order Execution Note / Indent) for purchase of materials / job contracts shall be raised by the concerned project manager or designated centralized agencies. These indents shall be prepared in the prescribed format (**Annex-3**) without declaring the price of the items obtained from the customer. The indent shall be signed by the project manager and countersigned by Head of the concerned Department / Chief Executive of subsidiaries. The Commercial cell shall devise a proper system

of numbering the indents initially and their processing reference at different stages to facilitate cross –reference. Suitable Indent Control registers shall also be maintained for such numbering / references at different stages for control register shall be maintained for such numbering/ reference at different stages for control purposes.

3.1.1 FOR PURCHASE OF MATERIALS (IT/ITES procurements)

- 3.1.2** The indenter should give full and complete information regarding the description and specification of the material to be procured / Fabricated / Developed.
- 3.1.3** The period of delivery, penalties, LD and warranty clauses should be indicated very specifically.
- 3.1.4** In the OEN, the indenter will ensure, depending on the nature of the items indented, incorporation of special requirement of inspection/ checklist for special packing instructions (if any) .
- 3.1.5** Along with the indent, the indenter will also prepare and enclose, the type of certificate (along with challans of spares from where the vendor has purchased the spares) to be taken from the vendors assuring the quality of product, in case of assembled computers.
- 3.1.6** The expected Performance Guarantees should be clearly indicated in the OEN.
- 3.1.7** The names of the suggested registered manufacturers / suppliers/ traders/ contractors, as the case may be, may be indicated by the indenter in the OEN on the basis of past experience of the parties along with order references.
- 3.1.8** Incase, it is desired to split the order on more than one of the above, the indenter shall specify so in the OEN (Order Execution Note) giving the maximum number of suppliers / contractors desired to be engaged, justifying the reason for the same.
- 3.1.9** Incase, there are certain quantifiable factors required to be considered / loaded while evaluating the prices quoted by the tenderers, such factors in clear quantifiable terms should be mentioned in the OEN by the indenter.

3.2 FOR JOB CONTRACTS (IT /ITES projects)

- 3.2.1 The indenter should give detailed information regarding description of the jobs to be executed along with the Bill Of Materials (BOM) to be supplied and equipments to be deployed by the contractors. For the items to be supplied, the quantity along with detail specification should be given in the OEN (Order Execution Note).
- 3.2.2 The overall quality of the jobs to be executed along with the expected Performance Guarantees should be clearly indicated in the OEN. The indent should also include any other special terms and conditions required for the execution of the jobs.
- 3.2.3 In the OEN (indent), the indenting department will ensure incorporation of suitable special terms and conditions, particularly the inspection clause, and specify the inspecting agency for certifying the execution of jobs as per contracted terms and conditions. The name and the designation of the executing officer / Operating Authority would also be mentioned in the indent/OEN / proposal.
- 3.2.4 The names of the suggested registered manufacturers / suppliers/ traders/ contractors, as the case may be, may be indicated by the indenter in the indent on the basis of past experience of the parties along with order references.
- 3.2.5 In case, it is desired to split the order on more than one of the bidder , the indenter shall specify so in the indent giving the maximum number of suppliers / contractors desired to be engaged , justifying the reason for the same.
- 3.2.6 In case, there are certain quantifiable factors required to be considered / loaded while evaluating the prices quoted by the bidders, such factors in clear quantifiable terms should be mentioned in the OEN(indent) by the indenting department with the approval of departmental head.

CHAPTER-IV

SCRUTINY OF INDENTS

- 4.1 The OEN (Order Execution Note) duly approved by HOD of indenting department) for purchase of material/ services (for our customer) shall be scrutinized by the Commercial Cell, for the nature of the items concerned , along with the representatives of the indenting section and Finance department. The scrutiny shall inter-alias cover the following: -
- a) Suggested mode of tendering.
 - b) Names of the suppliers/ contractors suggested by the indenter in the indent (for limited tender case) with proper justification.
 - c) Terms & conditions required for execution of the job.
 - d) Performance Guarantee and Security Deposit.
 - e) Inspection guidelines.
- 4.2 If the indent is found to be incomplete in these respects, it will be returned by the Commercial Cell to the indenter for completion.

CHAPTER-V

ACTION ON INDENT BY COMMERCIAL DEPTT.

5.1 On receipt of the duly approved & scrutinized OEN, the commercial department will make an entry in the indent register/ Computer and a case file opened. Separate Indent Registers shall be maintained for purchase of material and for job contracts / project implementation indents.

5.2 The indent should be processed by the Commercial Department within 03 days / 05 days respectively for purchase / Job contract, of receipt of the approved & scrutinized OEN (indent) from indenting department , for the approval of the Competent authority as per the delegation of power (DOP). The proposal seeking approval of the competent authority for the mode of tender shall also envisage terms and conditions of the tender with deviations (if any), the cost of the tender documents , to be fixed by the Commercial Department and in case of open tender , the starting and closing date for sale of tender documents along with the name of the officer for issue of the tender document. Enquiry is to be issued / Tender to be floated by the Commercial Depts. After receipt of the approval of the competent authority as per DOP (Delegation of Power).

5.3. Enquiry for the purchase of material shall be issued within three days , and for job contract within 05 days from the date of approval accorded by the competent authority for mode of tendering. Names of tenderers from whom tender is invited , in case of limited tender shall also be approved by the competent authority.

5.4 Commercial depts. should make a time table of the activities with time schedule and responsibility and circulate the same to all concerned so as to ensure that order is finalized as per schedule.

CHAPTER-VI

MODE OF TENDERING.

6.1 The recommended mode of tendering for placement of orders are as under:-

- i) Open Tender
- ii) Limited Tender Enquiry (LTE)
- iii) Single Tender for Proprietary items
- iv) Single tender (Other than Proprietary item)

6.1.1 Apart from the above methods of tendering , the following methods for placement of direct orders may also be considered :-

- i) Repeat Orders.
- ii) Rate Contract with WBEIDC LTD.

6.1.2 In addition to the above, there may be occasions when the units may have to resort to emergency purchase / job contract for internal use.

6.1.3 Approval of competent authority shall be obtained for issuance of NIT in each of the above case,

6.2 OPEN TENDER


6.2.1 Open Tenders are to be considered under the following circumstances: -

- i) When number of reliable manufacturers / Suppliers / traders / Contractors are not known.
- ii) When the estimated cost of purchase is more than 02 lacks.
- iii) When it is felt that advertising may elicit better response.
- iv) For any other commercial considerations i.e. as a policy, DOP, formation of cartel / ring like situations etc.

6.2.2 Units shall ensure that the complete tender documents along with the enclosures, if any, are displayed in the website which can be downloaded by the interested/prospective bidders. Application made on such forms shall be treated as valid for participation in the tender. The cost of tender document, if any, may be collected from the bidders at the time of submission of tenders. However, bidders would be given option to collect the complete document in hard copy, if they so desire.

6.2.3 An abridged version of the open tender notice shall be published in leading local / national newspapers as per prevailing guidelines: about the required material / job and that the details of the tender are available in the given website.

6.2.4. Considering the nature of item / job, its value / cost involved, knowledge of suppliers / contractors , prevailing market scenario , Supply terms in the customer order etc , the mode of tendering for indent value of Rs.02 lacks and above shall be Open Tender.

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• **Negotiations Route:** (Repeat Order)

In a situation where the requirement is of an immediate nature and it is necessary to ensure continued supplies from the existing vendors, the WBEIDC LTD management committee may decide to place **repeat orders** up to 100% of the quantities contained in the running contract and at existing rate negotiated with the existing vendors considering the prevailing market conditions. Depending upon the total value of additional procurement, the negotiation committee can be constituted with the approval of competent authority of WBEIDC LTD. This route will however be resorted to in exceptional circumstances and should be approved by MD (WBEIDC LTD).

• **Limited tender Route:**

In some cases the equipment is sophisticated and requires thorough technical screening, testing Quality Assurance to ensure that these equipments are of sufficient quality level to be used in public Network or the project is of very technically critical in nature which requires specific and experimented skill set. In such cases an open tender may result in the participation of unknown bidders in open tenders, whose capability in making such equipment/ or providing such technically skilled service is yet to be established. They may submit unrealistic bids, which may cause major difficulties in the tender evaluation process. In such cases, it would be necessary to screen out such bidders so that WBEIDC LTD could interact only with bidders who have intrinsic capability as well as proven track record of supplying such sophisticated equipment/ providing such sophisticated service. Where such equipments/ services are required, it would be worthwhile restricting Bids by issue of limited tenders only to those parties who have develop proven expertise in manufacture and supply of such equipment and who have prototype approval and production clearance. In such tenders it is essential that the reasons for limiting the tenders to proven suppliers needs to be brought out in the NIT itself so that such an action would stand justified. The issue of such limited tender should have the concurrence of Financial Head and approval by the head of the unit. However , for sales / service to West Bengal Government departments , the above mentioned G.O s will be followed to determine the mode of tender.

▪ **Expression of Interest Route:**

In situations where WBEIDC LTD proposes to induct new technology/equipment/new service and the specifications of the new technology/equipment/new service are not firmed up, WBEIDC LTD may invite Expression of Interest (EOI) from the available vendors of that technology/equipment/new service. Based on the offers received from the bidders who choose to participate in the EOI, the bidders satisfying the terms of EOI will be short-listed. Before short listing the participants for handing over the tender documents, WBEIDC LTD may freely interact with them, obtain clarifications and feed back on the delivery of similar equipment/services elsewhere. The short listed bidders will be given the tender document containing detailed technical, commercial and financial conditions. After evaluation by a designated committee, the contract shall be awarded with the approval of competent authority to the successful bidder(s) as per the terms and conditions stipulated in the EOI and the technical, commercial and financial bid

Rate Contract route

To meet the urgent need of West Bengal government of Computer Hardware, as mentioned in the G.O of finance department, a rate contract may be achieved with 2 to 3 OEMs / their authorized representatives through open tendering. The rate contract to be revalidated / renewed for next six months through negotiations. Only one renewal is to be accommodated to save processing time. However as per schedule of validity of contract fresh rate contract is to be finalized through open tendering. For this purpose, the open tender is to be floated in advance, so that in no time company faces a situation of having no rate contract to any body .

CHAPTER – VII

BID DOCUMENTS

SECTION I

NOTICE INVITING TENDER

**West Bengal Electronics Industry Development Corporation Limited
Webel Bhawan , Block-EP&GP , Sector-V
Salt Lake , Kolkata-700 091.**

TENDER NO. & DATE:

DUE DATE OF RECEIPT: TIME UPTO 14.30 HOURS.

DATE OF OPENING : TIME AT 15.00 HOURS.

ON BEHALF OF MANAGING DIRECTOR, WBEIDC LTD LIMITED, SEALED TENDERS ARE INVITED FOR SUPPLY OF

THE INDIAN COMPANIES REGISTERED TO MANUFACTURE THE TENDERED ITEM IN INDIA /HAVING SUFFICIENT EXPERIENCE AND CREDENTIALS FOR SUCCESSFUL COMPLETION OF SIMILAR NATURE OF WORK , PREFERABLY IN GOVT DEPARTMENT / PSU ARE ELIGIBLE TO PARTICIPATE IN THE TENDER.

BID SECURITY IN THE FORM OF BANK GUARANTEE WILL BE RS..... /- (RUPEESONLY).

rief 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 Techno-Commercial
Bid Submission & Opening Venue	WEST BENGAL ELECTRONICS INDUSTRY DEVELOPMENT CORPORATION LIMITED (A Govt. of West Bengal Undertaking) Webel Bhawan, Block-EP & GP, Sector-V, Saltlec, Bidhannagar Kolkata – 700091				

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

The bidder can also download the tender documents from WBEIDC LTD's website www.webel-india.com and submit the bid with a Demand Draft of Rs. ----- (Rupees ----- only) favoring **WBEIDC LTD Limited** payable at Kolkata. In this case the bidder has to submit the Demand Draft along with the EMD in the Technical Bid part of the tender.

For details of this tender and necessary terms and conditions pertaining to the tender, the intending bidders are requested to collect the tender papers from **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. All necessary queries in this regard, please contact at the telephone number

Canvassing in any form shall be liable for disqualification.

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

SECTION II

ELIGIBILITY CRITERIA FOR PARTICIPATION IN THE TENDER

1. Vendors / OEMs must have tender specific authorization for the supply , installation and comprehensive maintenance during warranty period from the OEM .
2. The bidder should have executed at least a single order of Value Rs.---- or more (hint - 50% of the estimated cost of the tender) for similar nature of job (Supply / service) . Similar nature means -----

- .
3. The bidder should have an annual turn over of Rs. --- (hint - Three times of the estimated cost of the tender) or above in the last financial year (Audited balance sheet is to be submitted) and aggregate of turn over of last three financial years should be Rs.----- or above (hint - Two times the turn over of last financial year) .
4. Bidder / OEM must have credential for successful completion of at least three orders of similar nature in any reputed organization of worth Rs.... (hint - 30% of estimated cost of the tender) each.
5. The bidder should have not been banned / black listed by any Government Agencies / Govt. Department/ Quasi Govt Department / PSU / Board/ council or similar organization . A notarized affidavit in non-judicial stamp paper of Rs.100/- towards this is to be submitted in the techno-commercial bid.

SECTION-III

INSTRUCTIONS TO BIDDERS

A INTRODUCTION

1. DEFINITIONS

- (a) **“The Purchaser”** means the West Bengal Electronics Industries Development Corporation , Block-EP&GP , Sector-V , Salt Lake , Kolkata-700 091.
- (b) **“The Bidder”** means the individual or firm who participates in the tender and submits its bid.
- (c) **“The Supplier”** means the individual or firm supplying the goods under the contract.
- (d) **“The Goods”** means all equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the contract.
- (e) **“L.O.I”** means the intention of the Purchaser to place the Purchase order on the bidder.
- (f) **“The Purchase Order”** means the order placed by the purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as “Contract” appearing in the document.
- (g) **“The Contract Price”** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) **“Validation”** is a process of testing the equipment as per the specifications including requirements for use. Validation is carried out in simulated field environment and includes stability, reliability and environmental tests.

2. ELIGIBLE BIDDERS

The eligible bidders should be reputed Company registered to manufacture the tendered item in India.

3. COST OF BIDDING

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

B. THE BID DOCUMENTS

4. DOCUMENTS REQUIRED

- 4.1 The goods (H/W , S/W or any IT/ITES project) required to be supplied, bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The Bid documents include :

- (a) Notice Inviting Tender
- (b) Eligibility criteria for participation in this tender
- (c) Instructions to Bidders
- (d) General terms and conditions of Contract
- (e) Special conditions of Contract, if any
- (f) Schedule of Requirements
- (g) Technical Specifications
- (h) Bid Form and Price Schedules
- (i) Manufacture's Authorization Form
- (j) Undertaking for the authenticity of Hardware
- (k) List of Consignee with Address.
- (l) Evaluation Chart
- (m) Bid Security Form
- (n) Performance Security Bond Form
- (o) Letter of authorization to attend bid opening.

4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents. **Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.**

5. CLARIFICATION OF BID DOCUMENTS

5.1 A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing or by FAX/E-mail at the Purchaser's mailing address indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **not later than 15 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.

5.2 Any clarification issued by WBEIDC LTD in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to an amendment of relevant clauses of the bid documents.

6. AMENDMENT OF BID DOCUMENTS

- 6.1 At any time, prior to the date of submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify bid documents by amendments.
- 6.2 The amendments shall be notified in writing or by FAX to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and also to be hoisted in the website . These amendments will be binding on the bidders.
- 6.3 In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID

The bid prepared by the bidder shall comprise the following components:

- (a) Documentary evidence that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted.
- (b) Bid Security furnished.
- (c) A Clause by Clause compliance.
- (d) A Bid form and price schedule completed as per tender document.

8. BID FORM

The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods to be supplied, brief description of the goods, quantity and prices as per tender document.

9. BID PRICES

- 9.1 The bidder shall give the total composite price inclusive of all Levies & Taxes i.e. Sales Tax & Excise, packing, forwarding, freight and insurance etc. The basic unit price and all other components of the price need to be individually indicated against the goods it proposes to supply under the contract as per the price schedule given in bid document. Prices of incidental services should also be quoted. The offer shall be firm in Indian Rupees. No Foreign exchange will be made available by the purchaser.
- 9.2 Prices indicated in the Price Schedule shall be entered in the following manner:
- (i) The Basic Unit price (Ex-Factory Price) of the goods, Excise duty, Sales Tax, Freight, Forwarding, Packing, Insurance and any other Levies/Charges already paid or payable by the supplier shall be quoted separately item wise.
 - (ii) The supplier shall quote as per price schedule given in the tender document for all the items given in schedule of requirement.

9.3 The price quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected. However statutory variation altering base of price are admissible. Items having imported component exchange variation, custom duty changes would also be applicable

9.4 The prices quoted by the bidder shall be in sufficient detail to enable the Purchaser to arrive at the price of equipment/system offered.

9.5 **“DISCOUNT, if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc, into account”.**

9.6 The price approved by WBEIDC LTD for procurement will be inclusive of Levies and Taxes, packing, forwarding, freight and insurance as mentioned in the tender document. Breakup in various heads like excise duty, sales tax, insurance, freight and other taxes paid/payable as per tender is for the information of the purchaser and any change in these shall have no effect on price during the scheduled delivery period.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION

10.1 The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents or which ever is required as per terms and conditions of Bid Documents.

- (i) **Certificate of incorporation.**
- (iii) **Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.**
- (iv) **Registration certificate from State Director of Industries or from Secretariat for Industrial Approval (SIA) , Ministry of Industries, Government of India.**
- (v) **Approval from Reserve Bank of India /SIA in case of foreign collaboration.**
- (vi) **Latest and valid ISO Certificate if asked.**
- (vii) **Documents as per eligibility criteria.**
- (viii) **Audited balance sheet / Annual Report for last three consecutive financial years.**

10.2 (i) The bidder shall furnish Annual Report to substantiate they have financial capability to perform the contract.

(ii) The bidder shall furnish documentary evidence about technical and production capability necessary to perform the contract.

10.3 In order to enable the Purchaser to assess the proven ness of the system offered, the bidder shall provide documentary evidence regarding the system being offered by him.

11. DOCUMENTS ESTABLISHING GOOD'S CONFORMITY TO BID DOCUMENTS

11.1 Pursuant to clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid Documents of all goods and services which he proposes to supply under the contract.

11.2 The documentary evidences of the "goods and services" conformity to the Bid Documents, may be, in the form of literature, drawings, data etc. and the bidder shall furnish :

- (a) a detailed description of goods with essential technical and performance characteristics;
- (b) a list, giving full particulars including available sources , special tools, etc., necessary for the proper and continuous functioning of the goods for a period of three years following commencement of use of the goods by the purchaser, and
- (c) **a clause-by-clause compliance on the purchaser's Technical Specifications and Commercial Conditions demonstrating substantial responsiveness to the Technical Specifications and Commercial Conditions. In case of deviations, a statement of the deviations and exception to the provision of the Technical Specifications and Commercial Conditions shall be given by the bidder. A bid without clause-by-clause compliance of the Technical Specifications, Commercial Conditions and Special Conditions shall not be considered.**

11.3 For the purpose of compliance to be furnished pursuant to the clause 11.2(c) above, the bidder shall note that the standards for the workmanship, material and equipment and reference to the brand names or catalogue number, designated by the Purchaser in its Technical specifications are intended to be descriptive only and not restrictive.

12. BID SECURITY

12.1 Pursuant to clause 7, the bidder shall furnish, as part of his bid, a bid security for an amount of Rs _____ (Rupees _____).

The bidders (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of bid security up to the amount equal to their monetary limit. In case of bidders having monetary limit as "NO LIMIT", the exemption will be limited to Rs.50,00,000/- (Rupees Fifty Lakh) only as per existing policy of WBEIDC LTDL. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid.

12.2 The bid security is required to protect the purchaser against the risk of bidder's conduct, which would warrant the forfeiture of bid security pursuant to para 12.7.

12.3 The bid security shall be in the form of a bank Guarantee issued by a scheduled bank in favor of the purchaser, valid for a period of **180 days from the date of tender opening**.

12.4 **A bid not secured in accordance with para 12.1 & 12.3 shall be rejected by the Purchaser being non-responsive at the bid opening stage and returned to the bidder unopened.**

12.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than 30 days after the expiry of the period of the bid validity prescribed by the purchaser pursuant to clause 13.

12.6 The successful bidder's bid security will be discharged upon the bidder's acceptance of the Letter of Intent satisfactorily in accordance with clause 27 and furnishing the performance security.

12.7 The bid security may be forfeited :

(a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form or

(b) In the case of successful bidder , if the bidder fails :

(i) to sign the contract in accordance with clause 28 or

(ii) to furnish performance security in accordance with clause 27.

(c) In both the above cases, i.e 12.7 (a) & (b), the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of LOI. The bidder will not approach the court against the decision of WBEIDC LTD in this regard.

12.8. The bid document should be clear and specific free of any ambiguity, overwriting and any other discrepancy etc.

13. PERIOD OF VALIDITY OF BIDS

13.1 Bid shall remain valid for **180 days** from the date of opening of bids prescribed by the purchaser pursuant to clause 19.1. **The purchaser being non-responsive shall reject a bid valid for a shorter period.**

13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under clause 12 shall also be suitably extended. The bidder may refuse the request without forfeiting his bid security. **A bidder accepting the request and granting extension will not be permitted to modify his bid.**

14. FORMAT AND SIGNING OF BID

14.1 (i) The bidder shall prepare one complete set of original bid and make 2 copies of the same clearly marking one as '**Original Bid**' and remaining 2 as '**Copy No:1, Copy No:2**'. In the event of any discrepancy between the copies, the original shall govern.

(ii) The copy of quality manual and Article or Memorandum of Association may be provided in **original copy and copy no:1**.

14.2 The original and all copies of Bid shall be typed or printed and *all the pages numbered consecutively* and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. Written power-of-attorney accompanying the bid shall indicate the letter of authorization. **The person or persons signing the bid shall sign all pages of the original bid, except for un-amended printed literatures. The bids submitted shall be sealed properly.**

14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

15. SEALING AND MARKING OF BIDS

15.1 The bid should be submitted in two covers. The first cover shall contain the original and two copies of the bid duly marked 'ORIGINAL' & 'COPY'. The second cover shall contain documents establishing bidder's eligibility as per Clause 2 along with Bid Security as per Clause 12 (refer clause 3.1 of Section-IV of the Bid Document). Both the covers should be sealed separately by the **personal seal** of the bidder.

- 15.2 (a) The envelopes shall be addressed to the purchaser at the following address :
General Manager (Commercial)
WBEIDC LTD , Webel Bhawan , Block- EP&GP , Sector-V,
Salt Lake , Kolkata-700 091.
- (b) The envelope shall bear (the project name), the tender number and the words 'DO NOT OPEN BEFORE'(due date & time).
- (c) The inner and outer envelopes shall indicate the name and address of the bidders to enable the bid to be return unopened in case it is declared 'late' or rejected.
- (d) Tender may be sent by registered post or delivered in person on above mentioned address (address is given in Clause 15.2 (a) above). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- (e) Bids delivered in person on the day of tender opening shall be dropped. to the Tender Box kept at the venue (address is given in clause 15.2 (f) below) of the tender opening. The purchaser shall not be responsible if the bids are delivered elsewhere.
- (f) Venue of Tender Opening: Tender will be opened in the specified venue at 12.00 Hrs. on the due date. If due to administrative reason, the venue of Bid opening is changed, it will be displayed prominently on 1st Floor at reception office of Webel Bhawan, and notice board .

15.3 If both the envelopes are not sealed and marked as required at para 15.1 and 15.2, the bid shall be rejected.

16. SUBMISSION OF BIDS

16.1 Bids must be received by the Purchaser at the address specified under para 15.2 not latter than 11:30 hrs. on due date.

16.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with clause 6 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

16.3 The bidder shall submit his bid offer against a set of bid documents purchased by him for all or some of the systems/equipment as per requirement of the Bid Documents. He may include alternate offer, if permissible as per the bid. However not more than one independent and complete offer shall be permitted from the bidder.

17. LATE BIDS

Any bid received by the purchaser after the deadline for submission of bids prescribed by the purchaser pursuant to clause 16, **shall be rejected and returned unopened to the bidder.**

18. MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of bids.
- 18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by FAX but followed by a signed confirmation copy by post **not later than the deadline for submission of bids**.
- 18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

19. OPENING OF BIDS BY PURCHASER

- 19.1 The purchaser shall open bids in the presence of bidders or their authorized representatives who chose to attend, at 12:00 hrs on due date. The bidder's representatives, who are present shall sign in an attendance register. Authority letter to this effect shall be submitted by the bidders before they are allowed to participate in bid opening (A Format is given in section X).
- 19.2 A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3 The bidder's names, Bid prices, modifications, bid withdrawals and such other details as the purchaser, at its discretion, may consider appropriate will be announced at the time of opening.
- 19.4 The date fixed for opening of bids, if subsequently declared as holiday by the WBEIDC LTD, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.

20. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for the clarification of its bid. The request for the clarification and the response shall be in writing. **However, no post bid clarification at the initiative of the bidder shall be entertained.**

21. PRELIMINARY EVALUATION

- 21.1 Purchaser shall evaluate 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.

21.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser. If there is a discrepancy between words and figures, the amount in words shall prevail. **If the supplier does not accept the correction of the errors, his bid shall be rejected.**

21.3 Prior to the detailed evaluation pursuant to clause 22, the Purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which confirms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

21.4 **A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.**

21.5 The Purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or effect the relative ranking of any bidder.

22. EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS

22.1 The Purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 21.

22.2 The evaluation and comparison of responsive bids shall be done on the price of the goods offered inclusive of Levies & Taxes i.e., Sales Tax & Excise Duty, packing, forwarding, freight and insurance etc. as indicated in col.15 of the Price Schedule in Section VII Part II of the Bid Document .

23. CONTACTING THE PURCHASER

23.1 Subject to Clause 20, no bidder shall try to influence the Purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

23.2 Any effort by a bidder to modify his bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

F AWARD OF CONTRACT

24. PLACEMENT OF ORDER

The Purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable. **The Purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.**

25. PURCHASER'S RIGHT TO VARY QUANTITIES

- (a) **WBEIDC LTD will have the right to increase or decrease up to 25% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions at the time of award of contract.**
- (b) In exceptional situation where the requirement is of an urgent nature and it is necessary to ensure continued supplies from the existing vendors, the purchaser reserves the right to place repeat order up to 100% of the quantities of goods and services contained in the running tender /contract within a period of three months from the earliest date of acceptance of LOI at the same rate or a rate negotiated (downwardly) with the existing vendors considering the reasonability of rates based on prevailing market conditions and the impact of reduction in duties and taxes etc.

26. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

27. ISSUE OF LETTER OF INTENT

- 27.1 The issue of L.O.I. shall constitute the intention of the Purchaser to enter into contract with the bidder.
- 27.2 The bidder shall within 10 days of issue of the Letter of Intent, give his acceptance along with performance security in conformity with section IX provided with the bid document.

28. SIGNING OF CONTRACT

- 28.1 The issue of Purchase order shall constitute the award of contract on the bidder.
- 28.2 Upon the successful bidder furnishing performance security pursuant to clause 27, the Purchaser shall discharge the bid security in pursuant to clause 12.

29. CANCELLATION OF AWARD

Failure of the successful bidder to comply with the requirement of clause 28 shall constitute sufficient ground for the cancellation of the award and the forfeiture of the bid security in which event the Purchaser may make the award to any other bidder featuring next successful bidder at the discretion of the purchaser or call for new bids.

30. QUALITY ASSURANCE REQUIREMENTS

The supplier shall have Quality Management System supported and evidenced by the following :

- A Quality Policy.
 - A management representative with authority and responsibility for fulfilling QA requirements and for interfacing with purchaser in the matters of Quality.
 - Procedure for controlling design/production engineering, materials, choice of components/vendors, manufacturing and packaging process for supplying quality products.

 - System of Inward Good Inspection.
 - System to calibrate and maintain required measuring and test equipment.
 - System for tracing the cause for non-conformance (traceability) and segregating product which don't conform to specifications.
 - Configuration management and change-control mechanism.
 - A quality plan for the product.
 - Periodical internal quality audits.
 - A 'Quality Manual' detailing the above shall be furnished.
31. While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. **Non-compliance of any one of which shall result in out right rejection of the bid.**
- (i) **Clause 15.1 of Section II : The bids will be recorded/returned unopened if covers are not properly sealed with 'PERSONAL SEAL' of the bidder.**
 - (ii) **Clauses 12.1, 12.3 & 13.1 of Section II :** The bids will be rejected at opening stage if Bid security is not submitted as per Clauses 12.1 & 12.3 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
 - (iii) **Clause 2 & 10 of Section II :** If the eligibility condition as per clause 2 of Section II is not met and/or documents prescribed to establish the eligibility as per Clause 10 of section II are not enclosed, the bids will be rejected without further evaluation.
 - (iv) **Clause 11.2 (c) of Section II :** If clause-by-clause compliance and deviation statements as prescribed are not given, the bid will be rejected at the stage of primary evaluation. **In case of no deviations, a statement to that effect must be given.**
 - (v) **Section IV Commercial conditions, Section V Special Conditions of Contract & Section VI Technical Specifications :** Compliance if given using ambiguous words like "Noted", "Understood", "Noted & Understood" shall not be accepted as complied. Mere "Complied" will also be not sufficient, **reference to the enclosed documents showing compliances must be given.**
 - (vi) **Section IX Price Schedule :** Prices are not filled in as prescribed in price schedule.
 - (vii) **Section II clause 9.5 on discount which is reproduced below:**

“Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account”.

32. Purchaser reserves the right to disqualify the supplier for a suitable period who habitually failed to supply the equipment/ provide services in time. Further, the suppliers whose equipment do not perform satisfactory in the field in accordance with the specifications may also be disqualified for a suitable period as decided by the purchaser.
33. Purchaser reserves the right to blacklist a bidder for a suitable period in case he fails to honor his bid without sufficient grounds.
34. **The bidder should give a certificate that none of his/her near relative is working in the units as defined below where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and WBEIDC LTD will not pay any damage to the company or firm or the concerned person.**

The company or firm or the person will also be debarred for further participation in the concerned unit.

The near relatives for this purpose are defined as:-

- (a) Members of a Hindu undivided family.
- (b) They are husband and wife.
- (c) The one is related to the other in the manner as father, mother, son(s) & Son's wife (daughter in law), Daughter(s) and daughter's husband (son in law), brother(s) and brother's wife, sister(s) and sister's husband (brother in law).

The format of the certificate to be given is “I.....s/o.....r/o..... hereby certify that none of my relative(s) as defined in the tender document is/are employed in WBEIDC LTD unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/incorrect, WBEIDC LTD shall have the absolute right to take any action as deemed fit/without any prior intimation to me.”

SECTION IV

GENERAL (COMMERCIAL) TERMS & CONDITIONS

1. APPLICATION

The general condition shall apply in contracts made by the purchaser for the procurement of goods.

2. STANDARDS

The goods supplied under this contract shall conform to the standards prescribed in the Technical Specifications mentioned in section VII.

3. PATENT RIGHTS

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the goods or any part thereof in India.

4. PERFORMANCE SECURITY

- 4.1 The supplier shall furnish performance security to the purchaser for an amount equal to 5% of the value of purchase order within **14 days** from the date of issue of Letter of Intent by the Purchaser. The suppliers (small scale units) who are registered with National Small Scale Industries Corporation UNDER SINGLE POINT REGISTRATION SCHEME are exempted from payment of performance security up to the amount equal to their monetary limit. In case of suppliers having monetary limit as "NO LIMIT", the exemption will be limited to Rs.50,00,000/- (Rupees Fifty Lakh) only as per existing policy of WBEIDC LTDL. A proof regarding current registration with NSIC for the TENDERED ITEMS will have to be attached along with the bid.
- 4.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- 4.3 The performance security Bond shall be in the form of Bank Guarantee issued by a scheduled Bank and in the form provided in 'Section IX' of this Bid Document.
- 4.4 The performance security Bond will be discharged by the Purchaser after completion of the supplier's performance obligations including any warranty obligations under the contract.

5. INSPECTION AND TESTS

- 5.1 The Purchaser or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the Purchaser decides to conduct such tests on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance like Testing instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the purchaser. Purchaser should have the right to get the whole lot inspected by ERTL at either purchaser's premises or Supplier's premises on sampling basis at an AQL (Average Quality Level)=03 at supplier's cost . The sample length will be 100 and if 03 or more out of those 100 fails , the whole lot will be rejected.
- 5.2 Should any inspected or tested goods fail to conform to the specifications the purchaser may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the purchaser.
- 5.3 Notwithstanding the pre-supply tests and inspections prescribed in clause 5.1 & 5.2 above, the equipment and accessories on receipt in the Purchaser's premises will also be tested during and after installation before "take over" and if any equipment or part thereof is found defective, the same shall be replaced free of all cost to the purchaser as laid down in clause 5.4 below.
- 5.4 If any equipment or any part thereof, before it is installed / taken over under clause 5.5, is found defective or fails to fulfill the requirements of the contract, the inspector shall give the Supplier notice setting forth details of such defects or failure and the supplier shall make the defective equipment good, or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding 15 days of the initial report. The supplier free of all charges at site shall make these replacements. Should it fail to do so within this time, the purchaser reserves the discretion to reject and replace at the cost of the supplier the whole or any portion of equipment as the case may be, which is defective or fails to fulfill the requirements of the contract . The cost of any such replacement made by the purchaser shall be deducted from the amount payable to the supplier.
- 5.5 When the performance tests called for have been successfully carried out, the inspector / ultimate consignee will forthwith issue a Installation Certificate /Taking Over Certificate.
- 5.6 Nothing in clause 5 shall in any way release the Supplier from any warranty or other obligations under this contract.

6. DELIVERY AND DOCUMENTS

- 6.1 Delivery of the goods and documents shall be made by the supplier in accordance with the terms specified by the purchaser in its schedule of requirements and special conditions of contracts, and the goods shall remain at the risk of the supplier until delivery has been completed. The delivery of the equipment shall be to the ultimate consignee as given in the purchase order.
- 6.2 The delivery of the goods and documents shall be completed within 30 days from the date of issue of Purchase Order. First 15 days are for lead period and evenly distributed supplies are expected in remaining 15 days. The actual delivery schedule will be given in purchase order.
- 6.3 All Technical assistance for installation, commissioning and monitoring of the equipment shall be provided by the Supplier at no extra cost during laboratory evaluation, validation/ type approval and field trial, if any.

[Hint: Generally one month delivery time is envisaged. The delivery period will be decided on case-to-case basis considering the requirement of end customer]

7. TRAINING

- 7.1 The bidder shall provide training for installation and maintenance staff of the end customer at site free of cost where required.
- 7.2 The bidder shall specify in his bid the number of trainees, quantum of proposed training, pre-training qualifications required of the trainees and duration of the proposed training.
- 7.3 The bidder shall provide all training material and documents.

8. INCIDENTAL SERVICES

- 8.1 The supplier may be required to provide any or all of the following services :
- (a) Performance or supervision of on-site assembly and/or start-up of the supplied Goods;
 - (b) Furnishing of tools required for assembly and/or maintenance of supplied Goods;
 - (c) Performance of supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties provided that this service shall not relieve the supplier of any warranty obligations under this contract.

9. SPARES

Over a period of three years starting from the date of final acceptance, the supplier shall supply, at his own cost, all necessary spares which have not been included in the offer as part of the requirement. These spares should be supplied within a maximum period of 30 days from the notification by the purchaser of his need.

10. WARRANTY

The bidder will warranty that products supplied under the contract are newly made and are free from defeats in the design, engineering and workmanship. The bidder would be responsible for the up keep and maintenance of the infrastructure and necessary deliverables under the scope of work during the entire on-site warranty period of 36 months from the date of final acceptance of the system by the customer. The bidder shall not, without the express prior written consent of WBEIDC LTD, assign to any third party of the contract or part thereof. Service support for the entire warranty period will be on site and comprehensive and free of cost for the entire warranty period.

10.1 Warranty Support

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

The bidder should have a call center working from at least 10 AM to 6 PM in Kolkata. 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.

The call log as well as resolution details have to be submitted to WBEIDC LTD 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.

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

- **Service Level**

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

Up time requirement	Machine location	Normal Hours of operation	Response Time Requirement	Maximum Down time permitted per instance
99.0%	Kolkata, Howrah, Hooghly & 24 Parganas (North & South) and Nadia		Same Day	Within 24 hours
98.0%	All other Places			Within 48 hours

10.2 Replacement under warranty clause shall be made by the supplier free of all charges at site including freight, insurance and other incidental charges.

11. PAYMENT TERMS

Normally payment terms are back to back . That means , whenever WBEIDC LTD receives the payment from end customer , the payment to the supplier will be made within 15 days. In case , the end customer gives any advance amount , the pro-rata basis advance to be disbursed to the supplier only if equivalent amount of B.G is submitted by the supplier to WBEIDC LTD. The payment will only be released after being satisfied that , the security deposit has been deposited , necessary performance bank guarantee is submitted and Agreement (if any) has been executed .

12. PRICES

1. Non escalation of Price

The price offers shall remain firm within the currency of contract and no escalation of price will be allowed. However price variation on account of exchange rate and customs duty would be allowed.

2. 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.

3. 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.

4. Price

- A) Price should be quoted in Indian Currency 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 LTD reserves the right to reject such vague offer.
- E) Price to be quoted inclusive of **integration, installation** and **commissioning** charges.
- F) The total cost of the entire job should be inclusive of all prices as mentioned in the enclosed Price Bid format.
- G) No extra cost, other than that mentioned in Price Bid would be taken into account.

13. CHANGES IN PURCHASE ORDERS

13.1 The purchaser may, at any time, by a written order given to a supplier, make changes within the general scope of the contract in any one or more of the following:

- (a) drawings, designs or specifications, where Goods to be supplied under the contract are to be specifically manufactured for the Purchaser;
- (b) the method of transportation or packing;
- (c) the place of delivery; or
- (d) the services to be provided by the supplier.

13.2 If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the supplier for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

14. SUBCONTRACTS

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

15. DELAYS IN THE SUPPLIER’S PERFORMANCE

15.1 Delivery of the Goods and performance of the services shall be made by the Supplier in accordance with the time schedule specified by the purchaser in its purchase order. In case the supply is not completed in the stipulated delivery period, as indicated in the Purchase Order, purchaser reserves the right either to short close /cancel this purchase order and/or recover Late delivery/ liquidated charges. The cancellation/short closing of the order shall be at the risk and responsibility of the supplier and purchaser reserves the right to purchase balance unsupplied item at the risk and cost of the defaulting vendors.

15.2 Delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to any or all of the following sanctions: forfeiture of its performance security, imposition of Late delivery/ liquidated charges and/or termination of the contract for default.

15.3 If at any time during the performance of the contract, the supplier encounters condition impeding timely delivery of the goods and performance of service, the Supplier shall promptly notify to the Purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the Purchaser shall evaluate the situation and may at its discretion extend the period for performance of the contract (by not more than 20 weeks) subject to furnishing of additional performance security by the supplier @ 5% of the total value of the Purchase Order.

15.4

[Hint: Each case of delivery extension shall have to be examined a fresh vis-à-vis the prevailing market prices]

15.5 If the supplies are not completed in the extended delivery period under normal circumstances, the purchase order shall be short-closed and the Performance securities shall be forfeited.

16 LIQUIDITY DAMAGES

16.1 In a Back-to-Back environment, the LD imposed by the end customer to WBEIDC LTD will be passed on to the vendor at actual without going into detail calculation. For other than Back-to-Back environment, such as e-governance projects, infrastructure development project, the date of delivery of the stores stipulated in the acceptance of the tender should be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances with the approval of Competent authority not less than Executive Director Level. Should, however, deliveries be made after expiry of the contracted delivery period, without prior concurrence of the purchaser and be accepted by the consignee, such delivery will not deprive the purchaser of his right to recover liquidated damage under clause 16.2 below. However, when supply is made within the contracted original delivery period, the consignee may accept the stores and in such cases the provision of clause 16.2 will not apply.

16.2 Should the supplier fails to deliver the store or any consignment thereof within the period prescribed for delivery, the purchaser shall be entitled to recover 0.5 % of the value of the delayed supply for each week of delay or part thereof for a period up to 10 (TEN) weeks and thereafter at the rate of 0.7% of the value of the delayed supply for each week of delay or part thereof for another **TEN weeks** of delay. In the case of package supply where the delayed portion of the supply materially hampers installation and commissioning of the systems, L/D charges shall be levied as above on the total value of the concerned package of the Purchase Order. **Quantum of liquidated damages assessed and levied by the purchaser shall be final and not challengeable by the supplier.**

16.3 In the event of LD exceeds 5% of the order value, WBEIDC LTD reserves the right to terminate the contract and get the job done by any other competent vendor at the supplier's risk and cost. However, with the approval of competent authority, the LD at the rate of 0.7% for another 10 weeks may be levied.

17. FORCE MAJEURE

17.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the Purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or

delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

- 17.2 Provided, also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the Supplier may with the concurrence of the purchaser elect to retain.

18 TERMINATION FOR DEFAULT

- 18.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the supplier, terminate this contract in whole or in part

- a) if the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract, or any extension thereof granted by the purchaser pursuant to clause15;
- b) if the supplier fails to perform any other obligation(s) under the Contract; and
- c) if the supplier, in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the purchaser.

- 18.2 In the event the purchaser terminates the contract in whole or in part pursuant to para 18.1 the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the supplier shall be liable to the Purchaser for any excess cost for such similar goods. However the supplier shall continue the performance of the contract to the extent not terminated.

19. TERMINATION FOR INSOLVENCY

The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, without compensation to the supplier. If the supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

21. Disputes and Arbitrations

In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of Executive Director (T & BD), WBEIDC LTD Ltd. or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties.

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

The arbitration shall be held in Kolkata only.

22 SET OFF

Any sum of money due and payable to the supplier (including security deposit refundable to him) under this contract may be appropriated by the purchaser or the WBEIDC LTD or any other person(s) contracting through the WBEIDC LTD and set off the same against any claim of the Purchaser or WBEIDC LTD or such other person or person(s) for payment of a sum of money arising out of this contract or under any other contract made by the supplier with the Purchaser or WBEIDC LTD or such other person(s) contracting through the WBEIDC LTD.

23. The bidders, who are given Purchase Orders, must give the details of the supplies made against all the Purchase Orders every month on the first working day of the following month to G.M (Commercial)and the concerned Project In charge of WBEIDC LTD units.
24. The bidder should furnish the name of his collaborator (if applicable), brand name, model no. and type of the products offered in this tender. The technical literatures of the products should also be submitted. No change in either technology or product shall be permitted after opening of bids.

G
SECTION V

SPECIALTERMS & CONDITIONS OF CONTRACT

1. The special conditions of contract shall supplement the '**Instructions to the Bidders**' as contained in Section III & "**General (Commercial) Conditions of the Contract**" as contained in Section IV and wherever there is a conflict, the provisions herein shall prevail over those in Section III and Section IV.

2. (i) The bank guarantee for bid security or NSIC certificate for claiming exemption from submission of bank guarantee against bid security, as prescribed in clauses 12.1 & 12.3 of Section III of the bid document and the Type Approval Certificate and Proof of Execution of E.O / C.O as required under clause 2 of Section III shall be submitted along with the bids in a separate cover. The bank guarantee so submitted shall be as per the format given in Section XIV on prescribed judicial paper with stamps of proper value and should contain full address of the issuing branch of the bank with its telephone number and FAX number, E mail. This cover should be super scribed as "**BID SECURITY FOR TENDER No----- issued on-----**".

(ii) In case where the document of bid security etc. are not submitted in the manner prescribed under clause 2 (i) above, cover containing the commercial, technical and financial offers **SHALL NOT BE OPENED AND THE BID SHALL BE REJECTED AND RETURNED TO THE BIDDER UNOPENED.**

3. The small scale industries registered with National Small Scale Industries Corporation(NSIC) for the tendered item under single point registration scheme and desirous of claiming concessions available to such units inclusive of bid security should submit their latest NSIC certificates and documents in respect of their monetary limit and financial capability **duly certified by NSIC.**

4. (i) The supply will be accepted only after quality assurance tests are carried out by the Quality Assurance Wing of WBEIDC LTD as per prescribed schedule and material passing the test successfully.

(ii) The QA units of WBEIDC LTD while clearing the equipment/stores will strictly adhere to the package discipline as described in Purchase Order. Supplies made in full, as per Purchase Order, of all the packages during delivery period only will be deemed to have been supplied within the scheduled delivery period.

[Hint: WBEIDC LTD Board may relax this condition on case-to-case basis.]

5. (i) The Purchaser intends to limit the number of technically and commercially responsive bidders to () from the list of such bidders arranged in increasing order of their evaluated prices starting from the lowest for the purpose of ordering against this tender. The bidder with the lowest evaluated price will be considered for about ()% of the tendered quantity and the balance quantity will be ordered on the remaining selected bidders inversely proportional to their quoted prices. However, the purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

- (ii) In the event of any of the eligible bidder(s) not agreeing to supply the equipment or not being considered by WBEIDC LTD for ordering the equipment, inverse ranking of the bidders below the aforesaid bidder(s) will be recast to fill up the vacated slot(s). This will be done to ensure that the number of bidders supplying the equipment remains same as earlier.

[Hint: See guidelines for distribution of quantity in Annex-9.1]

6. Spares:

[Hint: The clause regarding spares may be included considering the following aspects:

- (i) The supplier shall be required to provide a list of spare parts recommended for maintenance for three years along with rates at card/ module level. The purchaser may elect to purchase the recommended spares from the supplier at any time including at the end of warranty/ AMC, provided that such purchase shall not relieve the supplier from any warranty/ AMC obligations under the contract.
- (ii) The cost of spares shall be discounted @ 15% over warranty/ AMC period (if there is a provision for AMC in the contract) to arrive at the final price of the equipment for the purpose of tender evaluation.
- (iii) Over a period of three years starting from the date of final acceptance of the equipment or after the procurement of spares, supplier shall supply at his own cost, spare parts needed which have not been included in the offer. These spares should be supplied within a maximum period of thirty days from the notification by the purchaser of his need, without demur.
- (iv) In the event of termination of production of the equipment/ spare parts, the supplier shall notify the purchaser at least two years in advance of the impending termination to enable the purchaser to procure life time spares. The supplier shall also provide at his own cost to the purchaser, the blue print drawings and specifications of spare parts if and when requested.
- (v) Period warranty & AMC (if any) shall also be prescribed.]

7. Repair of faulty equipment and setting up of Repair Facilities:

[Hint: The clause regarding repair of faulty equipment and setting up of Repair Facilities may be included considering the following aspects:

- (i) The supplier shall establish adequate repair facilities for repair of faulty equipment in India within a period six months from the date of purchase order. The number and location of repair facilities should be such as to meet the requirement of repairs and turn around time provided in the special conditions in Section IV. The performance bank guarantee shall not be released until the purchaser is satisfied that sufficient repair facilities have been established in addition to the fulfillment of other conditions of the contract. The purchaser reserves the right to blacklist a supplier who does not meet the repair obligation as per the conditions of contract.
- (ii) The supplier shall quote rates for repair of each card/ module in schedule VII as a percentage of the cost of that module and also in value in rupees. Total cost of repair for each type of module shall be loaded for the purpose of evaluation.]

Other clauses may be defined as per the need

SECTION VI

SCHEDULE OF REQUIREMENTS

Tender No.

Date : / / 20..

Sl. No.	Item Description	Unit	Quantity

SECTION VII

TECHNICAL SPECIFICATIONS

The following Technical Specifications which form part of the bid documents are to be annexed separately.

TECHNICAL SPECIFICATION (The technical specification in the below mentioned format is to be submitted to G.M – Commercial , after approval of ED-T for inclusion in the tender document . Below given is an example . The indenting department may alter the format if it does not suit of their specific requirement. The reason of alteration should be recorded in the approval)

1 : Item: Desktop

<u>Particulars</u>	Required Specification	Offered Specification with deviation (if any)
<u>Processor</u>		
9BMotherboard (Chipset)		
System Memory (RAM)		
<u>Hard Disk Drive</u>		
Optical Drive		
Video Graphics		
Audio		
Key Board & Mouse		
Network Controller		
Bays		
I/O Ports		
Expansion Slots		
Power Supply		
Enclosure		
Security	1.	
Monitor		
Operating system		
Software		

Manageability	<ol style="list-style-type: none"> 1. Asset Management 2. System Health Management 3. Remote Monitoring and failure alerts 	
Standard Certification and Compliance	ISO 9001:2000 & ISO 14001 Manufacturing Company, Linux (should be certified on the same OS, which is bundled); FCC/ UL/ RoHS, TCO, DMTF / MPR II, Energy star	
Warranty	3 yrs comprehensive onsite	

[Hint: After the issue of NIT, Specifications should not be changed.]

SECTION VIII

PART-I

BID FORM

Tender No.

Date :

To

The G.M (Commercial)
WBEIDC LTD LTD , Block-EP&GP, Webel Bhawan,
Sector-V ,Salt Lake , Kolkata-700 091.

Dear Sir,

1. Having examined the conditions of contract and specifications including addenda No.....the receipt of which is hereby duly acknowledged, we, undersigned, offer to supply and deliver in conformity with the said specifications / drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted , to commence deliveries within () Days and to complete delivery of all the items specified in the contract within () Days calculated from the date of issue of your purchase order.
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum @ 5% of the contract value for the due performance of the contract.
4. We agree to abide by this Bid for a period of ----- days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this day of 200

Name and Signature -----


In the capacity of -----

Duly authorized to sign the bid for and on behalf of

witness

Address

Signature

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SECTION VIII

PART-II

PRICE SCHEDULE FOR INDIGENOUS EQUIPMENT

(1)

Sl.No.	Item Description	Quantity	Ex-factory price (Basic Unit Price exclusive of all levies & charges)	Excise Duty		Sales Tax / Service Tax		Freight, Forwarding, Packing & Insurance		Any other levies/charges	Unit Price inclusive of all levies & charges (4+6+8+10+11)	Total Price inclusive of all levies & charges (3 x 12)	Discount offered if any
				%	A m t.	%	A m t.	%	Amt.				
1	2	3	4	5	6	7	8	9	10	11	12	13	14

“ We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the MODVAT SCHEME introduced w.e.f. 1st March 1986 and further extended on more items till date”.

Note: The bidder shall quote separately for hardware and software and ITES services as per special conditions of the contract.

SECTION VIII

PART-II

PRICE SCHEDULE FOR IMPORTED EQUIPMENT

(2)

Sl.No.	Item Description	Quantity	F.O.B. price per unit	Price per Unit CIF	Custom Duty		Sales Tax		Packing & Inland Freight		Other levies and charges if any
					%	Amount	%	Amount	%	Amount	
1	2	3	4	5	6	7	8	9	10	11	12

“ We hereby declare that in quoting the above prices, we have taken into account the entire credit on inputs available under the MODVAT SCHEME introduced w.e.f. 1st March 1986 and further extended on more items till date”.

Note: The bidder shall quote separately for hardware and software as per special conditions of the contract.

SECTION-IX

MANUFACTURER'S AUTHORISATION FORM

(TO BE SUBMITTED ON OEM LETTERHEAD, SIGNED BY A PERSON COMPETENT AND HAVING THE POWER OF ATTORNEY [Notarized copy to be attached] TO BIND THE PRODUCER)

Tender No. _____ **Date:** _____

G.M (Commercial)
WBEIDC LTD , Block-EP&GP, Webel Bhawan,
Sector-V ,Salt Lake , Kolkata-700 091.

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.

(Please specify item name with model no.)

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

We assure you that in the event of _____ not being able to fulfill its obligation as our Sales & Service Provider in respect of this NIT, we would continue to meet our the terms stated in the abovementioned NIT through alternate arrangements. We also confirm that _____ is our authorized service provider / system integrator and can hence provide maintenance and upgrade support for our products.

We also undertake to supply the materials in the event of the non-supply of the materials by _____ as per the NIT. Name _____ In the capacity of _____

Signed _____

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

SECTION-X

UNDERTAKING FOR AUTHENTICITY FOR DESKTOP

(TO BE SUBMITTED ON LETTERHEAD BY THE SUCCESSFULL BIDDER)

Sub: - Supply of IT Hardware / Software for Desktops

Ref: - 1. Your Purchase Order No. _____ dated _____

2. Our Invoice No. / Quotation No. _____ dated _____

With reference to the desktops being supplied / quoted to you vide our Invoice No. / Quotation No. / Order No. cited above, we hereby undertake that all the components / parts / assembly / software used in the desktop under the above like Hard disk, Monitors, Memory etc. shall be original new components / parts / assembly / software only, from respective OEMs of the products and that no refurbished / duplicate / second hand components / parts / assembly / software are being used or shall be used.

We also undertake that in respect of licensed operating system if asked for by you in the purchase order, the same shall be supplied along with the authorized license certificate (e.g. Product keys on certification of Authenticity in case of Microsoft Windows Operating System) and also that it shall be sourced from the authorised source (e.g. Authorized Microsoft Channel in case of Microsoft Operating System).

Should you require, we hereby undertake to produce the certificate from our OEM supplier in support of above undertaking at the time of delivery / installation. It will be our responsibility to produce such letters from our OEM supplier's at the time of delivery.

In case of default and our inability to comply with the above at the time of delivery or during installation, for the IT hardware / software already billed, we agree to take back the desktops without demur, if already supplied and return the money if any paid to us by you in this regard.

We (system OEM name) also take full responsibility of full parts & service SLA as per the content even if there is no defect by our authorized service center / Reseller / SI etc.

Authorised Signatory with seal

Name:

Designation:

Place:

Date:

SECTION-XI

LIST OF CONSIGNEE WITH ADDRESS

Requirement of -----: -

Sl. No.	Name of the office/ Institute	Address with contact phone no	Code.	Item description	Qty
		KOLKATA			
1					
2					
3					

(District wise break up to be given for easy planning of transportation by the bidder)

SECTION-XII

TECHNICAL EVALUATION CHART

(Sample)

Sl. No.	Evaluation criteria	Max Marks for the category	Max Marks per subcategory	Scoring Particulars	
				Scoring criteria	Scoring pattern

1	Organizational Strength of the bidder	30			
	Average annual turn over averaged over last 3 F.Y. as per balance sheet submitted		5	>.... Cr. – Cr. >.... Cr..... Cr. > Crore	3 4 5
	Submission of Valid / Current Statutory Certificates (To be attested by a Gazetted Officer)		8	Registration certificates for PAN , VAT, Professional Tax , Service Tax ,Factory or Shop & Establishment , PF,ESI & Trade License.	1 point for each valid certificate submitted
	Submission of up-to-date Statutory returns or Clearance Certificates		12	PAN,VAT, Professional Tax, Service Tax, P.F and ESI	2 point for each valid certificate submitted.
	ISO Certification (to be attested by a Gazetted Officer)		5	ISO 9001:2008	Full Value

	Past Credentials on IT supplies	20			
2	Quantum of high value Order Executed (to be evaluated on single Largest order value successfully executed over past 5 years)		5	> .. L - ... Cr. > ... Cr. - ... Cr. > Cr. – Cr. >..... Cr.	2 3 4 5
	Number of high value (> 50 Lacs) Govt order Executed over last 3 years		5	To be marked on submitted order copy of govt. deptt / Quasi Govt deptt / PSU / Board / Council or similar organization .	1 point for each qualified order
	Satisfactory completion evidence / certificate of high value order (> 50 Lacs) executed over last 3 years.		10	Submitted certificate to be eligible for marking must have contact details of the issuing authority for verification purpose	2 marks for each certificate

	OEM Credential (Supporting document has to be enclosed with technical bid)	20			
3	Presence in India		2	Office In India	Full Value
	Presence in the state of West Bengal		3	Office in West Bengal	Full Value
	Presence in other countries		5	Office in other continent country	Full Value
	Manufacturing facility in India		2	Manufacturing plant in India	Full Value
	ISO Certification		2	ISO 14001	Full Value

	Market Presence in India		6	<ul style="list-style-type: none"> ➤ 5 Years ➤ 10 Years 	3 6
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	Support Service	15			
4	District Support Location		5	To be marked on submitted documentary evidence for having service offices of Bidders and/or ASP (OEM's) in Districts.	0.5 point for each office (in one district)
	Satisfactory certificate for after sales support services on multi-location supplies		5	To be marked on submitted certificate of Govt Deptt/ Quasi Govt Deptt/ PSU/Board/ Council or similar organization.	1 point for each qualified certificate
	Service Engineers engaged in Districts having individual mobile number.		5	Documentary evidence for engagement with the bidder or ASP of 5 Engineers >5-10 Engineers > 10 Engineers	2 4 5

	Technical Compliance	15			
5	No downward deviation in min required specs		15	Comparison of Tender Specs & Offered Specs	Full Value
	Deviation in specs			If offered specs not stated properly If offered specs deviates in lower range	5 5 marks to be reduced for each deviation

Cut off Qualifying Marks: - 60

Evaluating Formula: - $T/T_{max} \times 0.6 + C_{min}/C \times 0.4 = B$

T = Technical Score Obtained by the bidder

T_{max} = Highest Technical Score obtained among the bidders

C_{min} = Lowest Quoted Price among the bidder

C = Quoted Price by the Bidder

B = Final Score of the bidder

SECTION XIII

BID SECURITY FORM

Whereas (Hereinafter called "the Bidder") has submitted its bid dated.....for the supply of vide Tender No..... dated..... KNOW ALL MEN by these presents that WE OF having our registered office at(hereinafter called "the Bank") are bound unto WBEIDC Limited (hereinafter called "the Purchaser") in the sum of Rs..... for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (a) **fails or refuses to execute the Contract, if required; or**
 - (b) **fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.**

by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed

This guarantee will remain in force as specified in clauses 12 and 28.2 of section III of the Bid Document upto and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch

SECTION XIV

PERFORMANCE SECURITY GUARANTEE BOND

In consideration of the ED-Technical, WBEIDC LTD (hereinafter called 'WBEIDC LTD') having agreed to exempt _____ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Letter of Intent 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 LTD an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by WBEIDC LTD 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 LTD 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 contractor(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 LTD 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 LTD 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 LTD under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____(office/Department) WBEIDC LTD 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 TWO/TWO AND HALF/THREE YEARS (as specified in P.O) 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 LTD that the WBEIDC LTD 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 LTD 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 LTD or any indulgence by the WBEIDC LTD 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 LTD in writing.

Dated the _____ day of _____

for _____
(indicate the name of bank)

SECTION XV

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(To reach G.M-Commercial before date of bid opening)

To

The G.M (Commercial)
WBEIDC LTD , Block-EP&GP, Webel Bhawan,
Sector-V ,Salt Lake , Kolkata-700 091.

Subject : Authorization for attending bid opening on _____(date) in the
Tender of _____.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on
behalf of _____ (Bidder) in order of preference given
below.

Order of Preference	Name	Specimen Signatures
---------------------	------	---------------------

I.

II.

Alternate
Representative

Signatures of bidder

Or

Officer authorized to sign the bid
Documents on behalf of the bidder.

- Note :
1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
 2. Permission for entry to the hall where bids are opened, may be refused in case authorization as prescribed above is not recovered.

CHAPTER-VIII

CHECK POINTS FOR PREPARATION OF TENDER INQUIRY

While preparing a tender inquiry, it is necessary to check the following point in order to ensure that the tender can be processed smoothly:

S.N.	Item	Response Status Yes / No
1.	Standard format	
2.	Schedule of requirements given	
3.	List of potential Bidders approval	
4.	Projects sanctioned or taken up for sanction.	
5.	Funds for procurement allocated	
6.	Date & time for submission of bids given	
7.	Period of validity of bids is specified.	
8.	Amount of bid Bond	
9.	Date, time and venue of opening of bids	
10.	Approved commercial document is available.	
11.	In case of limited tenders, reason for limiting the tender and approval of the competent authority has been obtained.	
12.	In case of short notice Limited tenders, reason for issue and approval of the competent authority has been obtained.	
13.	For open tenders, advertisements should appear in wide circulation newspaper as well as websites..	
14.	NIT given for publication.	
15.	Reasonable time allowed between the date of start of sale of tender documents and date of Bid opening to enable preparation of Bids.	
16.	The complete set of Bid documents, comprising of commercial conditions, technical specification & schedule of requirements, drawings if any available in adequate numbers, etc.	
17.	Tender Inquiry signed for and by the appropriate authority.	
18.	Special conditions of tenders, if any, listed out.	
19.	Date of last tender, giving quantities tendered & ordered price.	

CHECK-LIST FOR REQUISITION FOR PROCUREMENT OF MATERIAL

PART - A

Information to be given by indenting department to commercial department along with requisitions for tender to be issued

1. Administrative approval of competent authority
2. Technical specification No(s) (sufficient copies of each Tech. Spec. to be given)
3. Delivery Schedule (in case any specific schedule is desired)
4. Details of items along with quantity
5. Certificate regarding availability of Funds
6. (a) Whether indigenous or import through global Tender
(b) In case of import through global tender
 - (i) Against rupee payment or foreign exchange.
 - (ii) Source of Foreign Exchange Funding (Free or Credit).
7. Concurrence from finance for the quantity to be tendered
8. Evaluation of Tender on package basis/individual item basis (package to be defined in case of package evaluation)
9. Approximate financial implications of procurement.
10. Training requirement: No .of trainees, type of Training, duration of each type of training, place of training, etc.
11. Requirement of spares, tools & testers etc.
12. Any special conditions to be added in the Bid Document

This issues with the Approval of Executive Director (T/ F/ CD)

Signature
Designation (Department)

- Note :
1. Incomplete requisitions not containing above data will be returned forthwith.
 2. This checklist duly filled in and approved by the concerned Executive Director should be signed by an officer not lower than Asst. Manager and submitted along with the Requisition by concerned indenting department

CHECK LIST FOR REQUISITIONS FOR PROCUREMENT OF MATERIAL

PART B

Information to be given by indenting section before placement of Purchase Orders

1. Sanction particulars.
2. Head of Account
3. Particulars of Paying Authority
4. Full details of Consignee/ultimate Consignee with complete address and Pin Code
5. Detailed Material List clearly indicating the Quantity.
6. Certificate regarding availability of Funds

This issues with the Approval of Executive Director (T/F/CD)

Signature

Designation (Department)

- NOTE: 1. Incomplete Requisition not containing above Data will be returned forthwith.
2. This check list duly filled in and approved by concerned Executive Director should be signed by an officer not lower than Assistant Manager and submitted along with the Requisition.

CHAPTER - IX

BID SECURITY BOND

Purpose

The purpose of Bid Security Bond is to get a commitment by the Bidder to honor his bid during the validity of the Bid.

Value

The value of Bid Security will be 2% to 5% of the estimated cost of the equipment / stores proposed to be procured from technically and commercially compliant L-1 bidder) in the tender subject to a maximum of two crore rupees.

Validity Period

The validity period of the Bid Security Bond is kept 30 days beyond the Bid validity e.g. 180 +30 = 210 days, if the bid validity period is 180 days.

Extension of Validity

In case, where the letter of intent cannot be placed within the validity period of the bid, the WBEIDC LTD can request all Bidders to extend the validity of their respective bids and the Bid Security Bonds by a reasonable period. In such cases, extension of validity of Bid Security Bond by 30 days beyond The extended validity date of bids should also be asked for. While WBEIDC LTD can make the request for extension, the bidder is free to either extend the validity or refuse the request to extend the Validity.

Release of Bid Security Bond

Bid Security Bonds of all unsuccessful Bidders should be released on placement of Letter of Intent (LOI) on the successful bidders. This should be done within one week of release of Letter of Intent.


In case of successful Bidders, the Bid Security Bond is released on receipt of their acceptance of Letter of Intent and submitting performance bank guarantee.

Where the WBEIDC LTD requests the Bidder to extend the validity of the Bid beyond the stipulated period given in the Bid documents, and the bidder refuses to extend the validity of his bid, the Bid Bond of such Bidders is returned forthwith.

Encashment of Bid Security Bonds

When WBEIDC LTD places an Letter of Intent on the successful Bidder on his quoted price and he refuses to accept it, WBEIDC LTD shall encash his Bid Security Bond and the bidder shall not be eligible to participate in the tender for the same item for one year from the date of issue of LOI. The bidder will not approach the court against the decision of WBEIDC LTD in this regard.

Bid Security Bond Register

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A record of all Bid Security Bonds should be kept in Finance Department in Bid Security Bond Register in standard format .The register should be scrutinized monthly to ensure currency of validity of Bids, extensions asked and acceded by Bidders, Bid encashed, Bid refunded etc. The Bid bond register will be maintained as below: -

BID BOND REGISTER

Name of the Bidder	Bid Bond Number	Amount of Bid Bond	Name of the Banker	Date					
				Opening	Valid up to	Extension asked for	Extended	Returned to the Bidder	Encashment where Resorted

CHAPTER –X

OPENING OF BIDS

1. Opening of bids

The guidelines for conducting the opening of commercial bids and the various steps to be taken by the tendering authority are given in this chapter. The bid opening is an important occasion when all the bidders, who have participated in the tender, assemble, their bids opened formally in their presence and certain information e.g. price are read out in this open session. Proper bid opening procedure ensures an impartial and fair approach to all bidders so that complaints on this account do not arise. The various steps to ensure these are now described.

2. Formation of Bid opening Team

Since bid opening is an important responsibility, it is necessary that a bid opening team be formed formally, commensurate with the estimated value of the tender. It is recommended that composition of the bid opening team be as follows:

Estimated value of the tender	Level of the Bid opening officer	Other members of the bid opening team
Up to 2 Lacs	Assistant Manager	Executive
2-10 Lacs	Dy. Manager	Sr. Executive
10- 200 Lacs	Manager	Astt. Mgr or Above
Above 2 Crore	General Manager	Manager or Above

Proposal for formation of bid opening team would be approved by the Executive Director in charge of the tendering, well in advance of the bid opening. Any change in the constitution of the Committee would need the approval of MD (WBEIDC LTD). **The officer nominated for the bid opening is normally different from the officer who has to process the procurement case.**

3. Preparations By the Bid Opening Team

The Bid Opening Team should equip itself adequately in advance, to enable it to carry out of the following :

- a) Preparing Attendance Register for recording attendance of Bidders.
- b) Preparing list of bidders who have purchased the bid documents.
- c) Providing adequate arrangement for shifting the Offers its function efficiently during bid opening. These advance preparation would comprise document from the point of receipt (Tender Box) to the bid opening venue.
- d) Preparing formats in advance for recording information to be read out at the time of opening of Bids and preparing its minutes.
- e) Preparing direction pointers, notice etc. for display at prominent location to guide bidders to Bid Opening venue.

4. Bid Opening Process

- 4.1 The Bid opening process should start at the time/date given in the NIT. The bidder would be asked to enter the ante room first, produce their letters of authorization to enable them to participate in the bid opening and provide proof of having purchased the bid document from the official sources to enable their bids to be accepted. After ensuring these, the bid would be accepted. Suitable entries made in the Bid Receipt Register and the Attendance Register along with the signature of the authorized participating bidders.

It is the responsibility of the Bid Opening Officer to ensure that all bids are available, suitably numbered, at the Bid Opening Venue at the time of Bid Opening. Any bids submitted after the due time as per NIT would be returned unopened by the Bid Opening Officer.

4.2 Information to be read out in Bid Opening

The following information should be read out in the bid opening.

- a) Name of the Bidder
- b) Name of the item
- c) Quantities/prices quoted in the bid
- d) Discount, if offered
- e) Taxes and levies

The Bid Opening Official should politely and firmly turn down queries of any other nature from any bidder. No argument should be entertained on this account by the Bid Opening Officer.

- 4.3 Actual process of Opening of Bids should start only after the process of acceptance of Bids has ended and all the accepted bids shifted to the Bid Opening Hall under supervision and responsibility of Bid Opening Officer. Each and every Bid should be numerically and serially numbered, entered in the Bid Opening Register, super scribed on the Bid and this entry encircled in red and initialed by the Bid Opening Officer. The bids should be numbered in the sequence of receipt of bids. Entry of the Bidders to the bids opening venue would strictly be regulated by passes and would be the responsibility of the Bids opening officer. Entry of unauthorized person to Bid Opening Venue is prohibited. The number of representatives per bidder should not ordinarily be more than two and should be well within the seating capacity of the hall. Where the response to the tender is very extensive, the Bid opening Officer may restrict entry to the venue to only one representative per bidder. The decision of the Bid Opening Officer would be final.

At the start of the Bid Opening and prior to opening the first bid, the Bid Opening officer should clearly state the information which will be read out by him and should firmly state that no other information would be read out by him or queries entertained by him.

Bids should be opened in the numerical sequence. The Bid Opening Officer should display the intactness of the seal of the bid being opened, prior to opening it, to all the participant, record this and initial this entry and should thereafter open the Bid. He should check up and ensure that the number of copies and the mode of submission of the bid are as per the Bid Documents. Bids not confirming to this should be rejected then and there and recorded and initialed, giving reasons for such rejection. After opening the Bids, he should read out the information, from the original copy of the bid, record the information read out in the appropriate format, encircle the entries in the Bid in red ink and initial these in the Bid before proceeding to the next item to be read out. **The Bid should be sealed thereafter and initialed by the Bid Opening Officer.**

- 4.4 The bids should be rejected at opening stage itself if bid security is not submitted as per clause 12.1 & 12.3 of Section-III of the Bid Document or bid validity is less than the time prescribed in clause 13.1, Section-III of the Bid Document.

5. Minutes of the Bid Opening

In all cases, it should be ensured that the bid opening is completed on the same calendar day. The bid opening official would be responsible for preparation of the minutes on the same day of the bid opening or maximum the next day to the bid opening, in case the bid opening drags on well beyond the closing hours of the office. In case the minutes are issued the next day, the Bid Opening Officer for examination and acceptance by his superior officer should record reason.

The bid opening minutes should comprise of the following :

- a) List of participants who attended the bid opening.
- b) Report on the bid opening duly prepared by the bid opening official and signed by him along with other members of the bid opening team certifying that only those bidders who were eligible to participate, were allowed to participate.
- c) Information regarding item read out.
- d) Submission of Bid documents, bidder-wise was as per Bid conditions to be indicated.
- e) Statement that all steps taken to preserve the sanctity of the Bids.
- f) Certificate regarding proper storage of Bids, after the Bid opening, in secured area.

8. Submission of Bid Opening Minutes

The Bid Opening officer should submit the minutes of the Bid Opening, duly signed by all members of the Bid Opening Team to the General Manager (Commercial) in charge of tendering ,for information, record and follow up action.

9. Making Over of Bids

The Bid Opening officer should make over the complete set of the bids along with the minutes of the bid opening and other documents after the opening of the bids to all the members of the committee for Evaluation of Tender (CET).

CHAPTER - XI

FORMATION OF COMMITTEE FOR EVALUATION OF TENDER

Tenders issued by the Commercial Cell are evaluated by a Committee called Committee for Evaluation of Tender. Their formation and constitution is covered in this chapter. The Committee for Evaluation of Tender (CET) is constituted for the evaluation **of each and every** tender. This duly constituted CET evaluates the tender as per the terms and conditions and other clauses stipulated in the tender document. The Committee submits its recommendations in the form of a report. This report is thereafter examined by the commercial department of the WBEIDC LTD. The proposals emerging out of the recommendations of the Committee for Evaluation of Tender are submitted to the competent authority for approval.

1. Formation of Committees For Evaluation of Tender

A Committee evaluates each tender for Evaluation of Tender set up for this purpose. The formation of the Committee is proposed by the Commercial Department and approved by the Executive Director ,WBEIDC LTD. This should be done well in advance of the opening of the Bids.

2. Constitution

A Committee for Evaluation of Tender basically comprises of **three members** representing the Technical, Commercial and Finance Wings, so that bids could be evaluated technically, commercially and financially. Similarly, when the item is likely to have impact on the quality of service, a member from the Operations Branch is inducted. **If the order is placed from any department of Govt of West Bengal as per G.O , one representative from that department will be inducted in the committee as user department.** However , he will take part in the technical evaluation only .

The Technical Member will be from the concerned User Wing and who would be generally the convener.

The commercial Member will be from the Commercial Cell of WBEIDC LTD who would have the prime responsibility for preparation of the report.

The Finance member would be from 'Finance Cell' of WBEIDC LTD.

3. Level of Committee for Evaluation of Tender

The level of the Committee for Evaluation of Tender depends upon the value of the Tender. The levels of officers (Not less than) for different value are given below :

Value of Tender	Members		
	Technical	Commercial	Finance
Up to 10 Lacs	Sr. Executive	Dy. Manager	Dy. Manager
10 to 100 Lacs	Asst. .Manager	General. Manager	Manager
100 to 300 Lacs	Manager	General Manager	Gen. Manager
Above 300 lacs	General Manager	General Manager	Gen. Manager

CHAPTER – XII

GUIDELINES TO COMMITTEE FOR EVALUATION OF TENDER (CET)

The following guidelines are hereby issued for information and guidance to the Committee for Evaluation of Tender (CET). The Guidelines provide broad procedures to enable the evaluation process. Correct evaluation decision will continue to depend upon the experience and good judgment of those who are responsible for evaluation.

1. The following documents should be handed over to the CET members by Commercial Cell :
 - a) All bids accepted at the time of bid opening.
 - b) Bid document along with technical specification(s).
 - c) Guidelines for CET.
 - d) Minutes of the bid opening, if any.

The above document should be received by CET members personally.

2. Wherever there is any variation between the Technical Compliance Statement and the Drawings / Literature attached in support of or merely with Technical Compliance Statement the bidders should be asked to clarify/confirm specifically the technical compliance. In cases where offered product is under-provided the CET should load the quoted price appropriately so as to bring it to the desired level of technical compliance.
3. Determination of the bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. Queries to or from bidders should generally be avoided.
4. Any document which has an impact on price of the bidders and which the bidder submits after opening of the tenders should not be considered and should be ignored.
5. Only responsive bids should be evaluated in detail. A responsive bid is a bid, which satisfies following conditions of the bid documents:
 - a) It meets all the major technical clauses.
 - b) It meets commercial clauses.
 - c) The offer is accompanied by a bid security deposit on the prescribed proforma as indicated in the bid document and valid for 30 days beyond the validity of the bid. The validity of the bid as per current tender documents is 210 days from the date of bid opening.
- 6.1 The CET should hold a preliminary meeting within one week of handing over of the tender Documents. The activity as per 6.2.1, 6.2.2 and 6.2.3 below should commence immediately. The convener of the CET may coordinate to ensure that the statements relating to 6.2.1, 6.2.2 & 6.2.3 are handed over to the Finance representative so that finance vetting can start.

6.2 In order to help the Committee for Evaluation of Tender to formulate its recommendations within a reasonable time frame the following allocation of responsibilities for different actions are indicated herein.

6.2.1 The technical evaluation and preparation of comparative statement of value of bids:-

This work is to be carried out by the technical branch representative(s) on the CET. The technical comparative assessment of the material list is required to be done along with the corresponding prices to be taken for evaluation. Vetting of such comparative list will be done by the Finance representative on CET.

6.2.2 Commercial Evaluation:-

The commercial evaluation is to be carried out by the Commercial Cell representative in CET and vetted by the Finance representative.

6.2.3 Vetting of the comparative statements of bids and commercial evaluation statement:-

This is to be done by the Finance representative on the CET.

7. Once finally vetted statements become available (within per-determined time frame), CET may finalize its recommendations within further THREE days.

8. In case the committee has listed out major technical and commercial conditions as evaluation criteria, the same should be clearly indicated in the report.

9. The CET should clearly spell out its recommendations in its report about technically acceptable bids, listed in an order starting from the lowest technically acceptable bid(L-1) upwards. The report should contain complete technical, commercial and financial appraisal, the logic leading to the recommendations themselves and reason for rejecting bids lower than the lowest technically acceptable bids.

10. After consideration of all the above aspects the CET shall determine the ordering price of the equipment and take into consideration the reasonableness of this price.

11. The tender shall be evaluated for the quantities indicated in the schedule of requirements. In normal purchase procedure, the orders will go in favor of the lowest acceptable bidder for the full quantity.

12. Distribution of the tendered quantities amongst the various supplier:-
- 12.1 The total quantity of the order should be distributed amongst different bidders who meet the technical and commercial specifications when such distribution is in the long term interest of the department. It is desirable that the WBEIDC LTD sustains multiple vendors through distribution of order to promote competition as in most of the cases the W.B Govt Department is the sole user of such equipment/materials.
- 12.2 It may not be practicable to distribute the orders to all the bidders who meet the technical specifications and commercial conditions, as in some case the quantity ordered on each supplier will be too small to be viable, both for supply and use by the Customer (Govt. Of West Bengal). The distribution of orders, therefore should normally be restricted
- 12.3 The quantity to be allocated to L-1 and number of suppliers on whom orders shall be placed would be specified in the tender document. The CET thus should act as per these guidelines for distribution of the quantities amongst the various eligible suppliers.
- 12.4 In case no mention is made in the documents then, it should be in the inverse ratio of their price quotation. This will ensure that there is incentive for the bidders to quote their lowest price from tender to tender. While deciding the quantities technical feasibility of distribution and the capability of each of the supplier has to be kept in view.
- 12.5 All the bidders should be offered uniform price for supply.
13. The recommendations of the Committee for Evaluation of Tender are essentially internal document. Final decisions are taken by the competent authority on the basis of CET recommendation. The confidentiality of the CET document from outsider is, therefore, to be maintained. No information to substance, examination, clarification or evaluation of bids and recommendations should be communicated to persons other than those officially concerned.
- 14. All the pages and enclosures of the CET report should be numbered consecutively and signed by all CET members.**
15. The CET recommendations in duplicate should be received in Commercial Cell within one/ two weeks of handing over the documents to the CET members. The responsibility for ensuring this vests with Convener of the CET.
16. If CET needs additional time to complete the work, permission of extension may be obtained from Executive Director (Technical) by the convener of CET specifically indicating the reason for the same.
17. The meetings of Committee for Evaluation of Tender should be fixed with prior consultation with its members. They should be contacted on telephone as well. If any of the members appointed to the committee for tender evaluation fails to attend the meetings for more than one occasion consecutively the chairman of CET should bring it to the notice of concerned Executive Director.

“THE TENDER EVALUATION REPORT SHOULD CLEARLY INDICATE DEVIATIONS RECOMMENDED VIS-À-VIS TENDER CONDITIONS ALONGWITH REASONS FOR SUCH DEVIATIONS. WHEN THERE ARE NO DEVIATIONS FROM TENDER CONDITIONS, A DECLARATION TO THIS EFFECT SHOULD BE INCLUDED IN THE REPORT OF THE RECOMMENDATIONS OF TENDER EVALUATION COMMITTEE”.

Hint: Normally package discipline will be followed for evaluation of the bids.]

CHAPTER-XIII

ACCEPTANCE OF EVALUATION REPORTS AND FRAMING OF PURCHASE PROPOSALS

The Convener of the Committee for Evaluation of Tender should formally submit the report of the committee to the G.M-Commercial . Within 2 days of the receipt of Report, Commercial Department should put up the purchase proposal for according administrative approval along with a self-contained note comprising of the following :

- a) Brief background
- b) Salient features of the tender giving description of the equipment, quantities and composition of the CET, dates of NIT, Bid Opening, Receipt of evaluation committee Report.
- a) Summary of the recommendations of the CET report.
- b) Confirmation regarding validity of the bids.
- c) Comments of the recommendations by Commercial Cell.
- d) The purchase proposals should be based on the quantities, distribution and price as given in the Committee for Evaluation of Tender Report and incorporating the comments of commercial cell .
- e) Formal purchase proposal giving the justification, ordering quantities bidder-wise, unit rates, total rates, discount if any, counter-offer if proposed, financial implication of the proposal, advances, if payable, Bank Guarantee proposed, consignee & paying authority. The proposal would be sent to the competent authority(s).

CHAPTER-XIV

DISTRIBUTION OF QUANTITIES FOR ORDERING TO THE SELECTED BIDDERS OF A TENDER

Number of Bidders on whom the Order is proposed to be placed	Distribution of Quantity
2	L – 1 should be given 70% L – 2 should be given 30%
3	L – 1 should be given 50%. Remaining quantities to other selected Bidders in INVERSE RATIO of their Evaluated price.
4	L – 1 should be given 40%. Remaining quantities to other selected Bidders in INVERSE RATIO of their Evaluated price.
5 to 9	L – 1 should be given 30%. Remaining quantities to other selected Bidders in INVERSE RATIO of their Evaluated price.
10 and Above	L – 1 should be given 20%. Remaining quantities to other selected Bidders in INVERSE RATIO of their Evaluated price.

CHAPTER - XV

PERFORMANCE BANK GUARANTEE

Purpose

Performance Bank Guarantees are obtained from suppliers to ensure performance of the contract as specified in the purchase order including warranty for satisfactory working of the equipment and stores during the warranty period. This also serves to cover the risk of the WBEIDC LTD during the performance of the contract.

When Required

After a tender has been evaluated and the purchase proposal of the WBEIDC LTD to place orders on the bidders has been approved by the competent authority, a formal letter of intent is placed on the supplier. The supplier is required to furnish bank guarantee for an amount equal to 5% of the value of purchase order on a Nationalized / Scheduled Bank in a standard format within two weeks from the date of issue of letter of intent. The acceptance of the letter of intent by the supplier as well as furnishing of the Bank Guarantee would result in the issue of formal purchase orders.

Validity of Performance Security

The validity period of Performance Security in the form of Performance Bank Guarantee should be 60 days more than the Warranty period.

However, in no case the validity period of the PBG should be less than the period by which all the contractual obligations of the bidders in the respective tenders are likely to be fulfilled.

Action to be taken on Receipt of Bank Guarantee from the Supplier

- a) *Examination for Accuracy* : The first action to be taken on receipt of bank guarantee from the supplier is to examine the genuineness of the bank guarantee in the light of standard format prescribed as well as a formal check with the bank.
- b) *Acceptance of Bank Guarantee* : Acceptance of Bank Guarantee is issued to the concerned bank after its genuineness has been examined and entries made in the Register. The acceptance letter is issued to the concerned bank with a copy to the supplier.
- c) *Entry in Bank Guarantee Register* : After the genuineness has been established, it is entered in the Bank Guarantee Review Register with reference to the amount and the date of validity supplier-wise. The format of the register is given in earlier chapter . The entry of the bank Guarantee in the Register is done in the space allocated to the month and year on which it expires and not the month and year of the issue of the Bank Guarantee i.e. entries in the register indicate expiry date of the bank guarantee, thereby enabling them to be monitored in case renewals are required.
- d) *Periodic Monitoring of Register* : A periodic monitoring by the finance cell about the status of the validity of the bank guarantee vis-à-vis the performance of the supplier against the contract is necessary to ensure that the bank guarantee is available to WBEIDC LTD, if required.

Importance of Bank Guarantee Register

Bank Guarantees are one of the remedies available to the WBEIDC LTD for covering risk during the performance of the contract. It is therefore necessary that bank guarantee be properly entered in the register and monitored so that these remedies are available. A monthly check of all the pending bank guarantees which expire in the next three months are necessary. All bank guarantees, which are likely to expire during the next three months, should be followed up with regard to the performance of the supplier against the contract. In case the supplier has satisfactorily performed this contract, then no further action will be taken. However, in case the supplier has not performed satisfactorily, then it would be necessary to ask for an extension of validity of bank guarantee for a further period of 6 months to 1 year so that these remedies would continue to be available to the WBEIDC LTD. Therefore, when the monthly check-up of the bank guarantee register is carried out, the bank guarantees likely to expire in the next three months needs to be separated out in two categories viz.

- a) which are by and large OK and
- b) where extensions need to be asked for immediately.

Operation of the Set-off Clause

Till now the suppliers are being asked to furnish bank guarantee for each purchase order. At present, there is no practice for an omnibus bank guarantee, covering say one year. In order to cover risk element, the purchase order should contain a set-off clause which will enable WBEIDC LTD to encash any bank guarantees against any other purchase order given by the same supplier. Therefore, it is prudent to keep all the bank guarantees of a supplier recorded at the same place in the register so that the operation in the set-off clause wherever felt necessary could be under taken without any problem.

Release of Bank Guarantee

Before bank guarantee is released, it should be ensured that the certificate of satisfactory completion of work and satisfactory completion of warranty period from our end customer is received in commercial cell and no claim of the technical department is pending against the supplier. The combination of "Satisfactory Work Completion with warranty support " certificate and "no claim" certificate will lead to release of the bank guarantee to the supplier.

Encashment of Bank Guarantee

This is resorted to where the supplier fails to honor his contractual obligations. The precaution to be taken is to ensure that the bank guarantee is still valid. A formal letter to the bank giving particulars of the guarantee number asking for revocation of the Bank guarantee in favor of the WBEIDC LTD, needs to be issued.

Even in case where WBEIDC LTD has asked for extension well in advance, the extension has not been given by the bank, then it is within the rights of the WBEIDC LTD to en-cash the bank guarantee just prior to the date of expiry and the bank is bound to honor this revocation.

CHAPTER - XVI

L.O.I.

Purpose

The purpose of the Letter Of Intent (LOI) is to formally intimate the successful bidder/bidders of the intention of the WBEIDC LTD to procure the equipment / service/ turn key project.

Contents

The LOI shall contain the following information :

- a) Equipment/ Job to be procured with quantities/price.
- b) File number and date of reference.
- c) Commercial conditions governing the contract.
- d) Finance aspects such as advance payable (if any), amount of Performance Bank Guarantee along with format of the Bank Guarantee.
- e) Delivery Schedule.
- f) Period within which the Bidder has to confirm acceptance to the LOI along with the performance bank guarantee in enclosed approved format from a Nationalized / Scheduled Bank.

Format follows: -

LETTER OF INTENT
(Format)

West Bengal Electronics Industry Development Corporation
(A Government of West Bengal Undertaking)
Block-EP&GP , Sector –V, Salt Lake, Kolkata-91.
(Commercial Department)

File No. _____

Dated _____

Subject: Placement of Letter of Intent for supply of.....

Reference : Your Offer No. _____ Dated _____

Dear Sir,

On behalf of WBEIDC LTD, a Letter Of Intent (LOI) is hereby placed on you for the supply of the subject items. This LOI is being placed under the following terms and conditions :

1. The LOI is likely to be converted into detailed PO after your acceptance of the LOI and furnishing performance Bank Guarantee of Rs. _____ valid for a period of _____. The said BG shall be furnished by you from a Scheduled Bank strictly in accordance with the WBEIDC LTD format(a copy of the format is enclosed). The BG should be accompanied with the photo copy.
2. Unit rate of the item shall be as per annexure, thereby total value of the order shall be Rs _____ (as per Annexure). The prices are firm, inclusive of all Levies & Taxes, Packing, Forwarding, Freight, Insurance charges and are F.O.B./Destination.
3. The equipment/ job will be strictly in accordance with the specifications laid down by the WBEIDC LTD. The supply shall be made only after WBEIDC LTD have received necessary inspection/testing certificates/ undertaking for authenticity of H/w in prescribed format with m/c sl. No. and approved the equipment for supply.
4. The supply shall start in _____ months and have to be completed within _____ months from the date of issue of detailed PO.
5. The WBEIDC LTD reserve the right to cancel Purchase Order if the agreed delivery schedule is not adhered to by the supplier. Any loss arising out of such delays in the supply of the equipment shall be on the supplier account.
6. Payment term is back to back , i.e , after receiving the payment from end customer , payment will be made to the supplier.
7. You are requested to convey your acceptance of this Letter of Intent and to submit the desired information at an early date and submit the required Bank Guarantee in the attached prescribed format within a period of 14 days from the date of placement of this LOI failing which this LOI is likely to be treated as cancelled.

Yours faithfully

()
General Manager (Commercial)

Copy to :

1. Executive Director (Technical)
2. Head of Indenting Department.
3. Head of Finance Cell.

CHAPTER - XVII

PURCHASE ORDER

Conditions for issue

The issue of Purchase Order in any procurement is contingent to the following conditions being met:

1. The Committee for Evaluation of Tender recommendations, including any modifications, where felt necessary, being approved by the competent authority.
2. The purchase proposal being approved and concurred by the competent administrative authority and finance advice.
3. The successful bidder/bidders accepting the Letter of Intent/Letter of Intent containing all the commercial clauses and prices unconditionally.
4. The successful bidders providing the required Bank Guarantee from the Nationalized/ Scheduled Bank.
5. The issue of Purchase Order, in the approved format being approved by the G.M-Commercial in charge of procurement.
6. The Purchase Order shall be issued on firm prices only.

Competent Authority to Issue Purchase order

On the fulfillment of the conditions necessary to issue the Purchase Order, the designated officer not below the level of Dy. Manager of the Commercial Branch would be competent authority to issue the Purchase Order up to a value of Rs.10 Lacs. Issuance of P.O up to a value of Rs.1 Crore will be done by an officer not below the level of G.M. If the value of P.O is more than 1 (One) Crore , the Purchase Order will be signed by an officer not below the level of Executive Director. The same delegation of power will be applicable for issuance of Letter Of Intent (LOI).

Purchase Order Format is given in Chapter-XXVI.

TERMS AND CONDITIONS OF THE PURCHASE ORDER

1.0 Payment Terms :

1.1 Payment term is back to back . After receiving the payment from end customer and amount credited in the bank , the payment will be released within 15 days . For claiming this payment the following documents are to be submitted to the paying authority.

1. Invoice
2. Receipted Delivery Challan
3. Installation Certificate from end customer . For Job contract , end customer's satisfactory work completion certificate.
4. Excise Invoice or equivalent document
5. Inspection certificate .

1.2 Any increase in taxes and other statutory duties/levies after the expiry of the delivery date shall be to the Supplier's account. However , benefit of any decrease in the taxes/duties shall be passed on to the purchaser by the supplier.

2.0 Technical Literature :

The Supplier shall supply technical literatures of each item free of cost in sets as indicated below:

1. Consignee : One set for each item/equipment
2. Head of Indenting Depts. (WBEIDC LTD) One set for each item/equipment

3.0 Insurance :

The supplier shall insure the equipment up to the time it is delivered to the consignee. The supplier will be responsible, till the entire quantity of stores ordered, for the consignee arrives in good working condition at destination.

4.0 Warranty for the Quality of Equipment Supplied:

10.1 The supplier shall warrant that all the equipment to be supplied against this purchase order shall be new and free from all defects and faults in materials used, workmanship and manufacture and shall be of the highest grade/quality and consistent with the established and generally accepted standards for the equipment of the type ordered and shall perform in full conformity with the tendered specifications and drawings.

10.2 Replacement under the warranty clause shall be made by the supplier at site free of all charges to the purchaser, including freight, insurance and other incidental charges.

5.0 Arbitration :

In the event of any dispute or difference arising under this agreement or in connection therewith (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of the ED(T)-WBEIDC LTD or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the ED(T)-WBEIDC LTD or by whatever designation such officer may be called (hereinafter referred to as the said officer), and if the ED(T) or the said officer is unable or unwilling to act as such then to the sole arbitration of some other person appointed by the ED(T) or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

There will be no objection to any such appointment on the ground that the arbitrator is a Government servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government servant he has expressed his views on all or any of the matters in dispute. The award of the arbitrator shall be final and binding on both the parties to the agreement. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, the ED (T)-WBEIDC LTD or the said officer shall appoint another person to act as an arbitrator in accordance with the terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessor.

The arbitrator may from time to time with the consent of both the parties; enlarge the time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceeding shall be the office of the ED (T)-WBEIDC LTD at Kolkata .*

CHAPTER - XVIII

PRICING AND PRESERVATION OF THE TENDER DOCUMENTS

1.0 Pricing of the tender documents

- 1.1 The company incurs expenditure for the preparation of bid documents. It is also desirable that only the genuine prospective bidders should acquire these bid documents to avoid wastage. With this in view, it is decided that the bid documents to be issued to the prospective bidder must be sold at the pre-determined price. The price of the document is determined on an estimated cost of procurement and is indicated below:

S.N.	Estimated cost of tender	Bid document price
i.	Up to Rs. 1 Lakh	Rs 100/-
ii.	Above Rs 1 Lakh and up to Rs 50 Lakh	Rs 500/-
iii.	Above Rs 50 Lakh and up to Rs 1 Crore	Rs 1,000/-
iv.	Above Rs 1 Crore and up to Rs 10 Crores	Rs 2,000/-
v.	Above Rs 10 Crores and up to Rs 50 Crores	Rs 10,000/-
vi.	Above Rs 50 Crores	Rs 15,000/-

Note: Bid documents for **limited tenders** of estimated cost up to Rs 2,00,000/- (Rupees two lacs only) may be issued free of cost. However, bid documents for limited tenders of estimated cost above Rs 2,00,000/- may be priced as per the details given above.

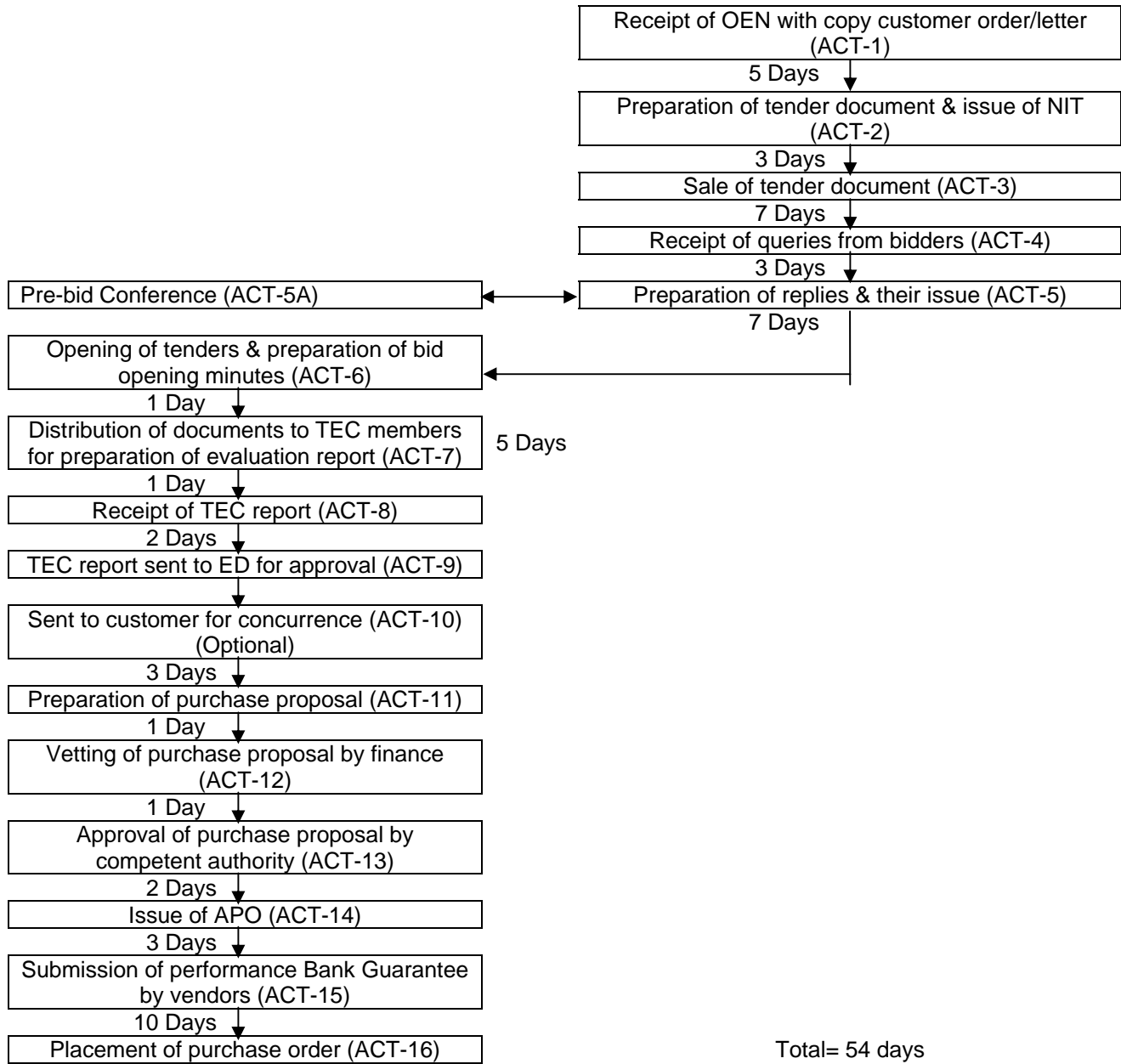
- 1.2 However, the Tender documents to NSIC registered Small Scale Industries may be given free of cost if the value of procurement is less than or equal to their monetary limit. Before issue of such Tender documents free, they should be asked to submit details of their registrations with NSIC for the tendered item along with their approved 'Monetary Limit'. Their eligibility as per terms and conditions of the tender in question should also be examined and if they meet the conditions stipulated, they may be issued the Tender Documents Free. **If the value of procurement is more than their monetary limits, they are not entitled to get Free Tender Documents.**

2.0 Preservation of tender documents

As per the bid documents a bidder submits 3copies including the original bid document. 2 copies of the bid documents are distributed among the members of the Committee for Evaluation of Tender. Each member of the Committee for Evaluation of Tender will preserve his copy up to a month after the purchase orders are issued against a tender enquiry. One month after the issue of the purchase orders the member may dispose off the bid document themselves. Commercial Cell will continue to keep the original copy till the contractual obligations are over.

CHAPTER-XIX

FLOWCHART OF PROCUREMENT PROCESS UNDER OPEN TENDER



DATE LINE FOR PROCUREMENT PROCESS UNDER LIMITED TENDER

Step No.	Steps	Day No.	Primary Responsibility	Secondary Responsibility
1.	Receipt of OEN (Order Execution Note by Indenter) with a copy of customer order	D-1	Indenting Department	
2.	Preparation of Purchase Enquiry & Sending to vendors	D-3	Commercial	
3.	Submission of Bids by Vendors	D-10	Commercial	
4.	Opening of tender by a committee	D-12.	Commercial	Finance + Indenting
5.	Evaluation of bids by TEC	D-15	Commercial	Finance + Indenting
6.	Purchase Proposal sending to finance for vetting	D-16	Finance	
7.	Purchase Proposal sending to ED for approval	D-17	ED	
8.1	Letter of Intent	D-18	Commercial	
8.2	Performance Bank Guarantee	D-28	Commercial / Vendor	
8.	Placement of P.O as per approval	D-31	Commercial	

CHAPTER-XX

LIMITED TENDER ENQUIRY (LTE)

The aim of floating limited tender, as described in the chapter VI Mode of tendering , is stated again for better understanding. In some cases the equipment is sophisticated and requires thorough technical screening, testing Quality Assurance to ensure that these equipments are of sufficient quality level to be used in public Network or the project is of very technically critical in nature which requires specific and experimented skill set . In such cases an open tender may result in the participation of unknown bidders in open tenders, whose capability in making such equipment/ or providing such technically skilled service is yet to be established. They may submit unrealistic bids which may cause major difficulties in the tender evaluation process. In such cases, it would be necessary to screen out such bidders so that WBEIDC LTD could interact only with bidders who have intrinsic capability as well as proven track record of supplying such sophisticated equipment/ providing such sophisticated service . Where such equipments/ services are required, it would be worthwhile restricting Bids by issue of limited tenders only to those parties who have proven expertise in manufacture and supply of such equipment and who have prototype approval and production clearance. In such tenders it is essential that the reasons for limiting the tenders to proven suppliers needs to be brought out in the NIT itself so that such an action would stand justified. The issue of such limited tender should have the concurrence of Financial Head and personal approval by the head of the unit.

1. For sales / service / Projects for West Bengal Government departments , as per the G.O Numbers mentioned in preamble , if order is placed to WBEIDC LTD or its subsidiaries mentioning the G.O number , the limited tender is to be floated among the registered (empanelled) vendors up to a limit of Rs.2 Lacs only.
2. For this purpose, the Commercial cell shall maintain a list of registered parties. **(AVL , Approved Vendors List)**. This AVL should be prepared by advertising in the leading newspapers as well as Company's Website and to be reviewed / renewed in every six months. Every vendor's registration form accompanied with their work experience certificates and Refundable Vendor's Registration Fees (Rs. Ten thousand Only) thus obtained are to be screened by a committee comprising of Commercial department , Finance Department and a representative from Sales department . The list thus prepared is to be approved by the competent authority as per delegation of power and to be uploaded in Company's website .
3. When the decision is to adopt LTE as a mode of tendering, the whole indent should be treated as one and no split up thereof should be made to reduce the value of tender enquiries.
4. LTE shall be issued to the registered manufacturers / suppliers/ traders / contractors. The registration of manufacturers / suppliers/traders/contractors should be validated / reviewed/ new inclusion in each six months. During registration, a vendor shall apply to Commercial dept (in a prescribed proforma – ANNEX-1)with all its relevant documentary support along with last three years audited balance sheet along with a nominal fees of registration and security deposit.
5. The selection of firms for LTE shall be done by the Commercial depts. in a judicious manner to ensure that :
 - i).The firms are financially and technically sound.
 - ii) The past performance of the firms with regard to quality and adherence to time schedule should also be considered while recommending a firm for issue of LTE.
 - iii).The Supplier / Contractor who has successfully made the last supply / executed the last job, needs to be considered for issuance of LTE.

6. The firms registered for a particular category are all given coverage by rotation. Subject to (i) , (ii) & (iii) above , no registered party should be considered for LTE for the second time unless all the registered parties in the list have been considered at least one in each cycle .where ever sub-category wise registration exists , enquiry should be issued to all such registered parties . Any deviation should be recorded with reasons.

7. The original LTE papers should be dispatched through registered post / under certificate of posting/e-mail / FAX/ Courier on the address of the firm as available in the records of the company. Original LTE papers should not be given by hand to the representatives of any firm. Additionally LTE for values 02 lacs and above should be posted on the website by respective units. The suppliers to whom the LTE is issued should be able to access such LTE documents through their ID and passwords.

The following instructions would be put up on the website. “ The offer against these tenders from suppliers to whom LTE has been issued shall only be considered. Offer from any other party shall be treated as unsolicited.” In order to increase competition, following shall also be posted on the website :

“Whoever is interested to be registered a supplier of these items, should fill up the vendor registration form, hosted on the website. The normal registration process shall, thereafter be followed by the Units for registering the eligible supplier. This information is solely for the purpose of exploring the possibility of enhancing vendor base, where ever required and should not be considered as a purchase enquiry. Purchase enquiry in future may be issued to such suppliers, if registered.”

SPECIAL CONSIDERATIONS FOR LIMITED TENDER:

1. To shorten the procurement time under the recorded reason of demand from the customer and the project is of very technically critical in nature which requires specific and experimented skill set, WBEIDC LTD or any of its subsidiaries can decide to float LTE up to an expected cost of 10 Lacs for the project/ sale to any Government or Non Government Customer under the approval of MD (WBEIDC LTD).
2. In some cases, the nature of job is citizen centric and need to be immediately implemented, if the order value exceeds 10 Lacs , Limited Tender can be floated with the approval of the Managing Director and concurrence of the department of Govt. of West Bengal placing the order. The note for such approval from MD, should clearly record the reason of going for Limited Tender and to be prior vetting by Executive Director –Finance (Finance head).
3. LTE should be issued in such a way that sufficient (minimum 3) competitive quotations are received from the parties. The minimum time of submission of bid should be 7 days from floating the tender in such cases.
4. If no sizable response is received in 1st time LTE , no 2nd time Limited Tender Enquiry is to be floated . In such cases , Open Tender is the only option to be adopted.
5. When decision is to adopt L.T.E. as a mode of tendering the complete range of supply to be treated as one leaving no scope to split up thereof, should be made to reduce of value of tender enquiry.

CHAPTER-XXI.

. SINGLE TENDER ENQUIRIES (FOR PROPRIETARY ITEMS / BRANDED ITEMS)

Proprietary (OEM) Enquiry :

Enquiries for Proprietary items (OEM) should be issued with the approval of Competent Authority as per DOP (Delegation of Power). Such Proprietary items should be purchased from their manufacturers or their authorized dealers only, where the manufacturer does not supply the equipment directly. In case, there is more than one dealer authorized to sell a particular proprietary item, to units, discount may be possible through Limited Tender Enquiries, therefore LTE may be issued to the authorized dealers.

2 Single Tender Enquiry (Other than Proprietary Items)

Single Tender Enquiries should be issued as an exception only. Such enquiries should be processed, after recording reasons and the indenting department must have to take approval of MD (WBEIDC LTD).

.3 . A list of items procured on single tender basis of value Rs.02 Lacs and above should be hosted on website to enhance vendor base of such items.

.4 The instructions to be included on the website should be that," Whoever is interested to be a registered supplier of these items, should fill up the vendor registration form, uploaded on the website. The normal registration process shall, thereafter be followed by the Commercial Department for registering the eligible suppliers"

5 The Commercial department shall ensure updating of Single tender items on website on a quarterly basis.

5.5 REPEAT ORDERS

5.5.1 Normally, as per the lead time , prior to the expiry of the running supplies / Job Contract , the indenter has to process fresh indent . However , due to unavoidable circumstances , if either the indent is not processed or even after processing the indent , it is not possible to place fresh order in time , under such circumstances for the item / Job Contract for which continuity is essential , it may be necessary to place repeat order on existing party / contractor. After recording the reasons leading to placement of repeat order , the proposal for repeat order on same terms , conditions and specifications may be considered on the following :-

- i) The original order must have been placed in the usual course after issue of LTE or Open Tender. Emergency orders shall not be considered .
- ii) Not more than six months have elapsed since placement of the original order(and within a period of 2 years of last supply).
- iii) No price escalation for firm price orders shall be given.
- iv) No repeat order shall be placed , if there is downward trend in prices.
- v) Not more than two repeat orders should be placed.
- vi) The quantity considered for ordering is not more than 100% of the original ordered quantity.
- vii) The original order was not placed on the basis of a higher price for earlier delivery.
- viii) Sanction of Head of Unit for repeat order shall be obtained.

5.5.2 However, in exceptional cases, a third repeat order can be placed with the approval of MD, after recording justification.

5.5.3

5.6 RATE CONTRACT.

5.6.1 It is recognized that it is often advantageous on commercial as well as technical grounds to finalize orders on Rate Contract Basis for items / jobs which are procured / executed regularly, repetitively and items of proprietary nature . For entering into rate contract, the mode of tendering to be followed may be decided as per the nature of the job / item, the available sources etc. Thus, rate contract enquires may be either Open Tender or Limited tender depending upon the nature of item / job.

5.6.2 While issuing tender for rate contract, it should be ensured that only reliable and reputed manufacturers / suppliers / contractors of proven ability are entertained.

5.6.3 For in-house stationary / consumables purchase cases, rate contracts may also be entered into for items which are identified as of regular / repetitive requirement through limited tender . Purchase order of value up to Rs.2 Lacs can be placed on the party with whom a rate contract has been achieved through Limited tender . The whole indent should be treated as one and no split up thereof to reduce the indent value.

5.6.4 However, to meet the urgent need of West Bengal government for Computer Hardware , as mentioned in the G.O of finance department , a rate contract may be achieved with 2 to 3 OEMs / their authorized representatives through open tendering . The rate contract to be revalidated / renewed at every six months through negotiations. Only one renewal is allowed .A Rate contract should be strictly for one year only. For this purpose , the tender is to be floated in advance , so that company never faces a situation of having no rate contract with any agency .

5.6.5 The order through rate contract can be placed up to a value of Rs.10Lacs. When the decision is to adopt Rate Contract as a mode of placement of purchase order, the whole Government order should be treated as one and no split up thereof should be made to reduce the value of the customer's order.

5.6.6 There should have a tentative supply schedule may be incorporated in the rate Contract

allowing for lead time for manufacture and frequency of demand forecast should be based on such lead time

5.6.7 Before initiating a new Rate Contract performance of the Supplier against previous firm order should be reviewed 6 months prior to the expiry of the Contract to follow up supply of defaulted quantity.

CHAPTER-XXII

METHODOLOGY FOR INVITATION OF DIFFERENT TYPES OF TENDER

6.1 For purchases, in case the technical / commercial terms are firm / frozen, single part quotation may be invited only against Limited Tenders by suitably selecting the vendors as explained earlier. However for open tender, even for the firm technical / commercial terms, 2/3 part quotations should be invited. In case, where technical / commercial terms are to be negotiated, 2/3 part quotations should be invited, even against Limited Tenders.

6.2 In case of job contracts for execution of any project, 2/3part quotation, should be invited against both Limited Tenders and Open Tenders.

6.3. Before issue of NIT, Commercial depts. / Contract awarding cell should ensure that desired information, particularly specifications / commercial terms are available in the case file.

6.4. Before inviting open tenders, Commercial Depts./ Contract Cell shall determine/ record the criteria for eligibility of the tenderers, which may include :

- a) Required experiences and past performance in similar type of supply/ contracts.
- b) Required manpower (skill-wise) and type/ capacities of equipment & construction/ manufacturing facilities.
- c) Proof of ownership / license of required equipment and infrastructure / manufacturing facilities.
- d) Financial position.
- e) Service support, if any.
- f) Earnest money/ security deposit in the form of Bank Draft/ Bank Guarantee (along with validity period), and
- g) Any other criteria, considered necessary.

The above criteria shall be specified in the Tender Document under special terms and conditions.

6.5. The Commercial Depts./ Purchase Cell shall also determine / record the relevant factors in addition to the price to be considered in Tender Evaluation and the manner in which they will be applied for the purpose of determining the lowest evaluated tender. These factors, other than the price, to be used for determining the lowest determinable tender shall, to the extent practicable, be expressed in monetary terms or given relative weight age in the evaluation provisions in the Tender Document. No factors other than those specified in the Tender Document shall be used in the evaluation of offers at the time of preparing the Comparative Statement. This shall also form part of the Tender Document under special terms and conditions.

6.6. For purchases, clause for the submission of sample along with quotation be incorporated in, the tender papers, if submission of sample was specifically asked for in the Indent.

6.7. In case of medicines, chemicals and other items having limited shelf life, the left over shelf life of each item at the time of delivery should be at least 80%. In emergency, the left over shelf life equal to 120% of the consumption period of such items may be accepted with the approval of the Component Authority.

6.8. For import cases, the Tender Document should specify that the selling exchange rates ascertained from Reserve Bank Of India or any authorized agency as applicable on the date of price bid opening shall be adopted for evaluation. However, where the purchase proposal is likely to be made after 60 days from the Price Bid Opening Date, the rate prevailing on the 61st. day shall form the basis for preparation of the Comparative Statement and soon and so forth.

6.9 In case the ordered quantity of the purchase indent or jobs of the Job Contract are required to be split into more than one party at the time of placement of order, the same will be specified under special terms and conditions of the tender document. It should be clearly mentioned in the tender document that the distribution of order will be in the descending order as per the quoted price ranking of the tenderers, i.e. L-1 tenderer will get the highest share and the last ranked tenderer within which the total order is to be distributed, will get the smallest share. However, before opening of the price bids, specific number of parties among whom order would be split would be decided and approval of Component Authority would be obtained .Order shall not be placed on more than these numbers of parties.

6.10 . In the tender document under general terms and conditions , it should be clearly specified that order on one or more than one parties will be placed on the basis of L-1 quotation and if required , negotiation will be held with L-1 tenderer only. However all the tenderer may be required to explain and justify the basis of their quoted price as and when asked for. In case any bidder fails to justify his quoted price or refuses to cooperate in this regard, they will not be considered for participating in the re-tendering, if order / contract is not finalized from the present tender.

6.11 For job contract cases, there should be a stipulation in the tender documents under general terms and conditions that if the tenderer quotes unworkable rates, i.e, if the quoted price is abnormally low and is considered for placement of order , the party will be asked to justify the rates quoted and will have to give Performance Guarantee (In addition to the security deposit) in the form of bank draft / bank guarantee .

6.12 In this special case ,the amount of Performance Guarantee Bond will be decided by the tender evaluation committee at the time of placement of order . EMD of the tenderer who refuse to give Performance Guarantee Bond will be forfeited and they will not be considered in retendering if order / contract is not finalized from the present tender .

6.13.1 The following methods for calling of tenders shall be adopted :-

- i)Single part Tendering.
- ii) Two part / Three Part Tendering .
- iii) Pre-qualification bid followed by single / two part/ three part tendering.

The tender terms shall specify to enclose each part in a separate sealed cover, clearly super scribing on the top of the each envelope the relevant part number and description along with tender reference number and date of opening and submit all the parts simultaneously in a bigger sealed cover clearly super scribing on the top of that the tender reference no. and the date of opening. 99/130

6.13.2 **Single part tendering** will be adopted only when all technical and commercial terms are well defined / stipulated in the tender document and are not negotiable. The conditional bids, i.e., bids not adhering to the tendered technical and commercial terms, will be rejected. The price bid of those tenderers, who quote as per the technical / commercial terms of the tender , will be considered for evaluation.

6.13.3 In case the technical specification and or the commercial terms are not firm / deterministic / frozen , the indenter / Commercial Department of WBEIDC LTD will specify in the indent for inviting 2/3 part quotations.

a) **Two part tendering** involves calling for tenders in two parts :

i) **Part-I** tender comprising Techno-Commercial Offer , which shall be covering all terms except the price .

ii) **Part-II** tender comprising the Price Bid only.

b) **Three part tendering** involves calling for tenders in three parts :

i) **Part-I** tender comprising technical offer , which shall be covering all terms except commercial terms and prices.

ii) **Part –II** tender comprising commercial offer , which shall be covering all terms except technical terms and prices.

iii) **Part-III** tender comprising the Price Bid only.

6.13.4 **Pre-qualification bid** should be invited in the following cases :-

- 1) When **new technology** is involved and details of technology are not fully known.
- 2) When tender specifications are required to be finalized in consultation with the prospective bidders by calling bidder's conference after receipt of pre qualification bid .
- 3) When prospective bidders are to be identified before issuance of tender documents in order to save time in processing the tender.

6.13.5 The price bids shall be opened only after the Techno-commercial terms are settled and samples wherever applicable , are approved.

6.13.6 **The time period** should depend on the nature of items to be procured, the nature of work involved in the contract , delivery / completion period etc. The following are the indicative time periods to be given for submission of quotation by the tenderers , from the date of tender notice:

1) Open Tender : Up to 03 Weeks.

2) Limited Tender : Up to 02 Weeks .

7.1 The following shall be the recognized methods for receipt of tender:-

- i) Tenders received by Post.
- ii) Tenders received by Courier Service.
- iii) Tenders received through Tender Box.

7.2 Tenders shall be opened centrally and jointly by an officer each from Commercial dept , Finance Depts. and the indenting department of WBEIDC LTD immediately after specified closing time on the last day of submission of tender in the presence of above committee approved by Executive Director .

7.3 Whenever it become necessary to distribute order on more than one party say X minimumX+2 offers received for tender opening the tenders. . The dealing executive will inform the tender opening committee, the minimum number of offers required in each case.

7.4 In case a person represents more than one tenderer, while witnessing the tender opening , it should be recorded in the file to examine the possibility of cartel formation and remedial action .

7.5 The price bids received against Limited tenders for indent value of less than Rs.02 Lacs & open tenders shall be opened in the presence of tenderers who might choose to be present at the time of opening.

7.6 All the correspondence in respect of clarifications / Confirmations , whether it be technical or commercial shall be dealt through Commercial department only till the final placement of order.

7.7 At the time of tender opening , each page of the original quotation shall be signed by the tender opening Executives with date . Alterations , overwriting or correction shall be initialed with date.

7.8 Wherever basic price or discount etc are indicated only in figures and there is any over writing , such figures shall be mentioned in words and duly signed by the tender opening executives.

7.9 Any columns left blank by the tenderers in their quotation shall be crossed out by the tender opening officers and duly initialed.

7.10 Where vendor/vendors request for extension in tender submission date and / or time , the extension may be allowed with the approval of competent authority for recorded reason.

7.11 Return of unopened Price bids :

The unopened price bids of the parties whose offers are not techno-commercially accepted and it has been decided that price bids of such parties will not be opened, such unopened price bids should be returned to the parties within 7 days from the date of price bid opening.

7.12. Normally, for jobs to be offered to a single agency, minimum 3 (Three) numbers of bids are required for acceptance of Tender Committee for opening.

In case the number of bids received is 2 (Two), the bidding period is to be extended by at least 7 days and the same should be intimated to all potential bidders through appropriate channels including newspaper advertisements. Approval of MD (WBEIDC) is required to open the tender up to an estimated cost of Rs. 5 (Five) Crores. If the estimated cost exceeds Rs. 5 (Five) Crore, concurrence from BOD is required for opening such bids.

If the number of bids received is only 1 (One), then a similar procedure for giving a time expansion of 7 days is to be followed as given above. Thereafter, if no further bids are received, permission of opening such bid is to be sought from DIT, GoWB with proper justification and recorded reasons.

7.13. In case of two / three part bids, up to an estimated cost of Rs. 5 Crore, if after scrutinizing the techno-commercial bid, only one bidder gets qualified, the price bid of the same can be opened with the approval of MD (WBEIDC) on recommendation of head of indenting department after detailing the outcome of the scrutiny of other bids. If the estimated cost exceeds Rs. 5 (Five) Crores, concurrence from BOD is required for opening such bids.

8.0 EARNEST MONEY/ BID SECURITY

8.1 Earnest Money is aimed at protecting the organization against irresponsible offers but should not be so high as to discourage tenders. EMD should be taken in all cases of open tender and in case of LTE , wherever considered necessary. The amount of EMD for limited tender is to be specified in the tender document in terms of absolute value as per the following indicative schedule :-

Tender Value (Rs. In Lacs)	EMD (In Rs.)
Rs. 1.00 lac	1,000/-
Rs. 1.00-5.00 lacs	3,000/-
Rs. 5.00-10.00 lacs	7,500/-
Rs. 10.00- 25.00 lacs	15,000/-
Rs. 25.00-50.00 lacs	35,000/-
Rs. 50.00 – 200.00 lacs	1,00,000/-

For value below Rs.01 lack and more than 02 Crores , the Executive Director will decide the amount of EMD. For open tenders the EMD amount will be from 2% to 5 % of the estimated cost of the project / supply / Services.

8.2 Earnest Money may be accepted in the form of demand draft , pay order , Banker's Cheque or Bank Guarantee (BG) from any scheduled commercial bank except cooperative and gramin bank. The tenderer should be asked to submit EM in a separate envelope and not to enclose the same with any part of the quotation. No request for adjustment of earlier dues in place of EM should be entertained.

8.3 The commercial department may give option **to the registered contractors** for deposition of one time non-adjustable EM to be decided locally with the approval of Executive Director. However, no interest shall be payable on such deposits.

8.4 Return of EM.

The EM provided by the tenderers should be returned to the unsuccessful tenderers within thirty days from the date of placement of purchase order / signing of the job contract.

In the event the tender of any party is rejected during the course of Techno-Commercial Scrutiny and evaluation , the EM should be returned to such tenderer within seven days from the date of rejection of its offer.

9.0 SCRUTINY OF QUOTATIONS :

9.1 In case of single part quotations and only limited tender enquiry has been raised , the quotations after opening shall be scrutinized by the Commercial department first about their completeness and shall be forwarded to the tender committee within two days from the date of opening by the Com. deptt for recommendations on specified forms after technical and commercial scrutiny .

9.2 The tender committee will send its recommendations to the Executive Director for approval of placement of order / award of contract.

9.3 No change in specifications shall be done at Tender Scrutiny stage. In case of any change in specifications, retendering will have to be resorted to.

9.4 In case of 2/3 part quotations, the techno-commercial bid after its opening shall be evaluated by the tender committee and a comparative statement of techno-commercial scrutiny of **all** the tenders shall be prepared and given along with the recommendations to the Commercial Department within 03 working days of bid opening.

9.5 After completion of techno-commercial scrutiny, the price bids shall be opened in front of the representative of the qualified bidders. At this stage, if price bids are less than **X+2**, [If X=1, the min number of price bids should be= 3 (three)], but more than 1 (one), prior approval of Executive Director (WBEIDC) is to be obtained for opening the price bids up to an estimated cost of Rs. 5 Crores. If the estimated cost exceeds Rs. 5 (Five) Crores, approval of MD (WBEIDC) is required.

9.6 If the number of total bids submitted is more than 3, but after examination of the bids all the bids except one are technically disqualified, this single qualified bid can be opened with the approval of MD(WBEIDC) up to an estimated cost of Rs. 5 (Five) Crore, but there will be no binding to accept the rate. If the rate offered seems high, the tender evaluation committee will recommend for re-tendering. If the estimated cost exceeds Rs. 5 (Five) Crore, concurrence from BOD is required for opening such bid.

9.7 The comparative statement shall indicate the item wise prices, rebates (If any), taxes, duties, packing & forwarding charges, freight & insurance etc as applicable for all the accepted tenders.

9.8 The evaluated prices worked out in the comparative statement for different tenderers will be ranked as L-1, L-2, L-3L-1 being the lowest

CHAPTER-XXIII

10.0 PRICE NEGOTIATIONS

10.1 In case of open tenders, there should not be any negotiations. However for increasing profit margin of company, negotiations, if required, should be held with L-1 party only. The tender committee, if decides to negotiate should record the reasons for negotiation as well as the outcome thereof. Negotiation committee will comprise of officers not less than G.M level , from Finance , Commercial and Technical department , one officer from each department.

10.2 Negotiations can be held for all proprietary items / Single tender case.

10.3 Where quantities are to be distributed on multiple parties, the other parties L-2 , L-3 , L-4 need to match the L-1 prices . The matching of prices, to avoid placement of order on differential price , shall not be treated as counter offer or negotiations.

10.4 In case L-1 backs out, retendering should be resorted to in a transparent and fair manner without considering the backed out tenderer.

10.5 Order on more than one party shall be considered , only if such stipulation was made in the NIT .

10.6 During price negotiations, changes in the already decided techno-commercial terms shall not be allowed and no increase in price is permitted .

10.7 The negotiations and decision for placement of orders must be completed within the validity period of the offers . Wherever necessary, the extension of validity period by the parties concerned should be ensured.

CHAPTER-XXIV

IN HOUSE PURCHASE

1. PURCHASE OF CAPITAL ITEMS.

Capital Items , for in-house use , can not be purchased without any Capital Sanction (CS) in the capital budget .Attaching the copy of approved capital budget , the indenting department will send its purchase requisition (Performa in ANNEX-6)duly approved by head of department , to the commercial section . The commercial section will enter the requirement in their Capital Item Register and send the requisition to Finance section for their financial concurrence and necessary records. Then the requisition will be sent to Executive Director , for his administrative approval. After obtaining the administrative approval , the commercial department will initiate purchase action as per normal purchase procedure stated above.

However , in exigency , if the management of WBEIDC LTD approves , capital items can be procured in the same format (Annex-6) with the approval of MD , which is to be ratified in the next Board meeting .

2, PETTY CONTINGENT EXPENDITURE.

Committee purchase with the approval of competent authority is allowed , in case of exigency. The limit of such purchase should be Rs.5000/- (Rupees Five Thousand Only) in a particular case. The indenting manager will propose the committee comprising of one finance representative and one purchase officer and send the purchase proposal to Executive Director (with concurrence from G.M finance) for his approval . The committee will physically go to the market and take spot quotation (min 3) and procure the item at L-1 price .

Advance of sanctioned amount will be given to the indenting manager on producing a copy of administrative approval to the finance department . This advance will be adjusted on submission of bills/ vouchers along with the spot quotations (duly signed by all the committee members) and the approval in original to finance department.

For items valued more than Rs.5000/- or not exigent in nature , normal purchase procedure will be adopted .

3. IMPREST EXPENDITURE.

There are some departments / Sections , mainly involve in maintenance job , an amount of impress expenditure limited to Rs. 10,000/- can be utilized by the departmental / sectional head with the administrative approval of executive director with the financial concurrence of head of finance department . In such cases , the heads of expenditure , frequently incurred and in each head the limit of expenditure to be incurred , should be clearly mentioned in the note to be generated by the sectional head . For such type of expenditure , no spot quotation is required for purchase up to a value of Rs.500/-. But if the estimated purchase value is more than Rs.500/- , three quotations are to be collected by the purchaser . These three quotations are to be enclosed with the bill for necessary adjustment in finance department. Such adjustments can be done in finance department not exceeding two times in a month. After submission of such bills by sectional / departmental head , the finance department will reimburse the same amount to the IMPREST holder within 7 days . The IMPREST holder will submit the bills in due time, so that he/she always will hold a minimum 40% of the sanctioned amount and work does not suffer.

CHAPTER-XXV

VENDORS REGISTRATION

Object

Vendors Registration Section (V.R.S) aims at purchase of quality material at competitive price in transparent manner thro' vendor registration system. This Section is headed by G.M. Commercial assisted by group of executives with participation of purchase, customer service cell, Inspection, or any other specialist as per nature of item.

The first task of V.R.S. is to carry out initial screening of registration as per Annexure I. Forms would be available on website hosted by WBEIDC LTD which can be down loaded by prospective bidders. Registration form should be duly filled accompanied with registration fee Rupees 2000/- non refundable within a period of 90 days from the date of issue of the form. Any delay in submission of duly completed form and extension of date can be allowed by G.M. Commercial .V.R.S. after due scrutiny of the form submit for capacity assessment report by inspection dept. The facility inspection of capacity may not be necessary in case of following agencies:

1. I.S.O. Certified company
2. B.I.S. License holder.
3. Feed back to G.M Commercial from other West Bengal organization and Under takings,
4. Standard/quality of past performance in the concerned plant.
5. Reputation of manufacturer.

Such cases would be put up to G.M. Commercial for waiver. Annexure II places general Guide lines of capacity assessment report of manufacturer and authorized dealer and traders which have been placed in Annexure III & IV respectively.

As and when summarized capacity assessment report and relevant vendor details are put up by the head of V.R.S. by the inspection department within a period 60 days as can be read from details as in Annexure III & IV. Periodically as per volume of application for vendors registration request, would review the registration report in a meeting of V.R.S. for decision of registration as per Annexure V. In case the findings are according to level of approval the same would be recorded for issue of REGISTRATION CERTIFICATE. This would be issued under signature of G.M. Commercial. Approval certificate are as per Annexure VI.

Very frequently as a result of merger, the name of company may change. To give affect to such changes, supported of proof from Registrar of Company for such changes in the name of Company. Such changes amount to entire exercise of fresh application. During pendency of registration it may so happen new set of items are added. Based on such application for alteration and according to the merit of the case V.R.S. would scrutinize the application and if found acceptable as per their requirement V. R.S. would forward the case to G.M. Commercial for issue of amendment of registration certificate. These have been placed under annexure VII.

Following are few riding Clauses in the system of Vendor Registration.

- i. Government establishment and undertakings should be accepted as registered vendor with permanent validity, Capacity assessment of application fees are not applicable to them.
- ii. Many-reputed firm with established credential may not initiate action for registration of their company. In such case with the approval of G.M. Commercial may grant them registration.
- iii. In case number of registered company for items are inadequate the V.R.S. may register reputed companies belonging to other public sector, for their registration.

The registration of firms registered under above procedure is as under:

- i. Government company is deemed registered permanently.
- ii. Manufacturer - 5 years.
- iii. Authorized dealer subject to validity of dealer ship– 3 tears.
- iv. Traders – 3 years

Provisional Registration

Subject to inadequate number of registered vendors for non-conventional items provisional registration may grant pending formal registration with the approval of G.M. Commercial. However such provisional registration would be valid for one year. Provisional registration is to be regularized with such selected period. Annexure viii.

Provisional Registration

Subject to inadequate number of registered vendors for non-conventional items

Renewal of registration.

Performance of registered vendor as per above system would be continuously reviewed by V.R.S. at least 90 days prior to due date of scheduled renewal time.

Renewal application would of registration are as per Annexure ix. This would be granted with the approval of G.M. commercial.

According to renewal requirement at the time of according of approval, updated capacity assessment may be done if felt necessary. The name of the firm not responding renewal advice would be dropped from list of registered vendor. The renewal fee for registration of the firm requesting for renewal after expiry would be treated as fresh registration, which is Rs.2000/-

Deregistration of vendor.

During the validity of registration deregistration may be done with the approval of G.M. commercial. The supplier would be informed with parallel information to all project managers. The list of vendors who were having business dealing and have been suspended or banned would be circulated to all project authorities for information and needful action.

ANNEXURE I

Check list of screening of registration request from prospective bidders are as under:

1. Name of bidder. _____
2. Range of supply. _____
3. Number of orders already executed category and sub category wise. _____
4. Whether fresh supplier are needed. YES/NO
5. Whether registered with any other under taking under Govt. of West Bengal.

Remarks

Convener of vendors' registration

ANNEXURE II

General guidelines:

1. Registration with Govt. Authorities

- i The firm should be a registered unit.
- ii. Details of registration with NSIC/ Other Govt. bodies to be Checked

2. FACILITIES AVAILABLE – Facilities available for manufacture of items to be correctly mentioned in CA report.

3. DETAILS OF ITEMS MANUFACTURED BY THE FIRM.

- I Details of category of items should be in line with facilities Available as detailed in Enclosure – i ,ii and ANNEXURE III
- II Testing facilities should be adequate for the categories of items.
- III. Additional information not covered in the format should feature.

DETAILS OF REGISTRATION WITH OTHER VARIOUS FIRMS TO BE VERIFIED.

ANNEXURE III

CAPACITY ASSESSMENT REPORT
(For manufacturer)

NOTE: Please enclose additional sheet wherever space are not sufficient.

1. Name of the firm -----
2. Postal address -----

FAX----- E-Mail -----

Registered office-----

Factory -----

3. Details of Chief Executive Designation Telephone no.

4. Employees Technical Qualified Skilled Unskilled

5..Facilities available

6. Details of items manufactured

(Give details in enclosure 1)

Item	Annual capacity
a.	
b.	
c.	
d.	
e.	

NOTE. In case of Foundry/Forge plant give details including maximum
Size/weight of casting/ forging that can be manufactured by the firm.

- | | |
|--|------------------------------|
| 7. Annual turnover ----- | |
| 8. Is the firm ISO/ BIS Accredited | YES/NO |
| 9. Plant and machinery | Give details in enclosure |
| 10. Design organization | YES/NO |
| 11. Pattern making and die making facility | Satisfactory/Good/ Excellent |

The firm on registered approval list

a)

c)

1. Quality control

- a) Has the firm got quality control department. Yes/No
- b) What is the strength of quality control department. _____
- c) To whom the executives of quality department report. _____
- d) Is there a written down quality control manual for the products for which the firm is being registered _____
- e) What are the test facilities? Give details in annexure II (Full details of heat treatment facility, NDT facility, Radiography, Magnetic Crack detection, Ultrasonic)
- f) Are the test facilities are adequate and in line BIS tender Specification. Bring out deficiencies.

ANNEXURE IV

2 Commercial

Capital investment detail

Head	Stock Value	Any other	Total

2.2 Does the company have Credit/Overdraft/Bill Purchasing facility Yes/No

2.3.Name of Banker with address & account number with MICR No.

2.4 Details of document such as Balance Sheet/ Profit & Loss account etc.

3.AUTHORIZED DEALERS

3.1 Name of the principal supplier with
Complete addresses.
Details of service center.

3.3. Product of the Principal supplier.

3.4..Is the principal supplier registered with.
(Name of the Undertaking of West Bengal Govt.)

3.5. Are the principal's product bearing ISI mark ?

3.6.Authorization letter/ Agreement to be sent in original.

3.7. General comments/ information

4. TRADER

- i) Items being dealt with by the firm.
- ii) Stock Value.
- iii) General comments/in formations.

ANNEXURE IV (Contd.)

5.COMMERCIAL DOCUMENTS.

- i) Valid State ST No &Date.
- ii) Valid CST No & Date.
- iii) Establishment License (if required) No & Date.

6.LATEST AND VALID I.T.CLEARANCE CERTIFICATE.

- i) Trade License (if required) No. & Date.
- ii) Excise Control Code (ECC) No.

7. TECHNICAL.

- 1) How are the items tested when needed.
- 2) Testing facilities if available, give details.

8. REFERENCE.

In case the firm is registered with other Units in Public Sector Unit dealing with similar type of Products give details as under.

serial no.	Name of organization	Reference	Items of registration

9. TURNOVER

9.1. Annual turnover in current and previous two financial years.

10. RECOMMENDATION.

Signature

Name.

Date

Designation.

ANNEXURE V

CHECK LIST/RECOMMENDATION OF REGISTRATION COMMITTEE

1. Name of the firm:
2. Status (SSI, MI, LI, Authorized DEALER, trader)
3. Nature of Constitution
 - i. Proprietary Concern
 - ii. Partnership Concern.
 - iii. Public limited Company.
 - iv. Pvt. limited Company
 - v. Registered Cooperative
4. Commercial document
 - i. Valid CST Registration submitted. Yes/No
 - ii. Valid ST/VAT Registration submitted Yes/No
 - iii. Valid Excise Control Code submitted Yes/No
 - iv. PAN submitted. Yes/No
 - v. Demand draft of Rs 2000/- Yes/No
 - vi. Service tax registration submitted. Yes/No
 - vii. Valid trade/Statutory License submitted. Yes/No
6. Items manufactured/dealt with.
7. ISO Accreditation.
8. If allowed to use Mark.
9. Names of major companies registered with.
 - a.
 - b.
 - c.
10. Technical capability:
 - a) Capacity of installed Machineries considered adequate. Yes/No
 - b) Quality control arrangement/ Testing facilities considered sufficient. Yes/No
 - c) Qualified technical personnel engaged. Yes /No
11. Financial Capability Good/Satisfactory/Poor
12. Previous experience/ past performance Good/ Satisfactory/Poor.

Observation and recommendation of the registration committee

ANNEXURE VI

M/s _____

VENDORS REGISTRATION CERTIFICATE

We are pleased to register you as vendor of WBEIDC LTD for the item/items as listed below:

Serial No	Category item	Registered. No.	Supplier Code
Area Code	Status code	Validity	Remarks

NOTE :

1. We may not necessarily send all our enquires for the listed category of items as and when we are in market. This registration does not necessarily guarantee award of contract.
2. We reserve the right to demand a security deposit (5 to 10% of contract value) against any award of contract if felt necessary.
- 3 We may eliminate your name from our panel without assigning any reason.
4. It shall be your responsibility to apply renewal of registration on payment of stipulated renewal of registration fees and production of requisite document 90 days in advance before expiry of registration period to keep your name in the register of approved supplier.

GENERAL MANAGER
COMMERCIAL

—
ANNEXURE VII

M/s

Regd. No.& Date
Supplier Code
Status Code

ADDENDUM TO VENDOR REGISTRATION CERTIFICATE

The following category of items are hereby included in your REGISTRATION NO indicated above.

Serial No.	Category of items	Remarks

All other terms and conditions of Registration certificate would remain unchanged.

Date:

GENERAL MANAGER COMMERCIAL

ANNEXURE VIII

To

Dear Sir,

We are considering you as prospective vendor with respect to (Name of the project). However we have noted that you have not applied for registration with us.

A set of registration form is enclosed which you must fill and submit to us to reach us positively within a period of 90 days so that we may consider you for future enquiries.

Head of V.R.S.

ANNEXURE IX

ENLISTMEWNT REVEWAL CERTIFICATE

We are pleased to renew the Registration of M/s _____
 as an approved vendor of (Name of the project) of the following items valid till _____

Serial No.	Items	Item code Nos.	Validity	Regd. Nos.
Supplier Code	Project Code	Status Code	Remarks	

Note:

- i) This certificate is issued in lieu of the original Certificate dated
- ii) We may not necessarily send all our enquiries for the listed items as and when we are in market. This registration does not guarantee award of contract.
- iii) We reserve the right from you such sureties as may be necessary of your fulfilling contract /supply orders which we may award you.
- iv) We may eliminate your name from our panel without assigning any reason.
- v) It shall be your responsibility to apply renewal of Registration on payment of renewal fees and production of requisite documents 90 days advance before expiry of registration period.

General Manager commercial

SUMMARY DATA AS USED BY WBEIDC LTD ON REGISTERED VENDORS

ANNEX-1

West Bengal Electronics Industry Development Corporation		Vendor Registration Form	
As per your notification in website, we are interested to get registered as a vendor in the field of And so submitting the following information about our organization :			
1	Name of the Company:		
2	Address	Tel.No	Fax No
	E mail No		
	Contact Person		
	Reg. Office :		
	Head Office :		
	Kolkata Office:		
3	Type of Organization : Public Ltd / Private Ltd / Partnership / Proprietary		
4	Established on (Date) :		
5	PAN No (Copy of PAN card Is to be enclosed) :		
6	Sales Tax Regn. No (Central/ State) : → VAT		
7	Central Excise Regn. No :		
8	PF Regn. No. :		
9	Service Tax Regn. No. : (Service Tax registration certificate duly notarized is to be enclosed)		
10	E.S.I. Regn. No. :		
11	Nature of Business :		
12	Average Annual turn over for last 3 Years : (Annual Report s/ Audited balance sheets are to be enclosed)		
13	No. of Employees :	Technical.	Qualified Skilled Unskilled
14	We are / are not registered as an SSI & the Reg. No is :		
15	Our working systems have /have not been approved for ISO 9000 :		
16	We do / do not have a written QA Manual :		
17	The Vendor Registration Fee details : DD No.	Dated	Drawn
	on.....		

SOFTWARE / SYSTEM DEVELOPMENT & INTEGRATION

1. Name of Software Environment in which you have proven expertise (Please Tick) :

a)

WINDOWS	UNIX / LINUX	AIX / SOLARIS	ANY OTHER (Pl. Specify)

b) Data Base Environment in which you have proven expertise (Pl.Tick) :

MS - SQL	ORACLE	INFORMIX	MYSQL	DB2	ANY OTHER *PI (Specify)

c) Skill set, Please Tick (Manpower to be indicated in the Box):

VB	ASP	D2K	JAVA	VISUAL BASIC	C / C++	ANY OTHER (Pl.Spec)

2. a) Name of your client / clients :
(Name separately Public Sector / Govt. Sector / Overseas Clients, if any) – Use a separate sheet, if necessary.

b) Is it a ISO-9000 / CEMM certified : Yes / No

3. No. of Employees :

4. Trained Software Engineer : Training Details necessary

5.

No. of SW trained leader	No. of System Analyst	No. of Programmer

(Please enclose a Software Manpower List with skilled and year of experience individually)

6. a) GIS Application : Yes / No

b) GIS Software used (Pl. tick) : AUTOCAD Map / Span / Intergraph / Geometric

c) Year of Experience in GIS :

(Furnish credentials)

d) GIS Projects handled :

7. Have you experience to work with WEBEL or any of it's unit : Yes / No

8. Name of the unit of WEBEL :
(Reference: Contact Person + Details)

(Authorized Signatory with Stamp)

DATA SERVICES

1. Software Environment : Windows /Unix /Aix / Other
(Tick in appropriate place ,mention Specific ,if other)
2. No. of Programmers :
3. Skill set of Programmer : VB/Fox pro/Visual Fox pro / C / C++ / other
(Tick appropriate place ,mention specific, if other)
4. No.of Supervisors (Total Man-Year) :
5. No. of Data Entry Operators :
6. No. of Computers (with details) :
7. No. of Printers (Types) :
8. Experience to work with machine and data entry manpower : Block Level / Sub- division Level / District Level
9. Skill of Data Entry Operators :
(Put no. of operator in blank box under each category)
- | English | Bengali | Hindi | Gorkha |
|---------|---------|-------|--------|
| | | | |
10. Average Data Entry Character per hour (Put character in blank space) :
- | Alpha | Numeric | Alpha Numeric |
|-------|---------|---------------|
| | | |
11. Have you any experience to work with WEBEL or its any unit (Name of the Unit and contact details) :
12. Application Area & Year :
13. Name of your well known & reputed client (Use separate sheet & enclose Credential) :

(Authorized Signatory with stamp)

(FOR HARDWARE SUPPLIERS)

1.	Name & Address of the Company	
2.	Escalation Matrix :	
3.	Whether authorized dealer of any OEM for Desktop & Servers . Name it. Manufacturers Authorization Certificate is to be enclosed in such cases.	
4.	Highest Value of a single order executed in last financial year : (Order copy is to be enclosed)	
5.	Average order value executed in last three years. (Order copies are to be enclosed)	
6.	Details of Service Centers in and around Kolkata :	
7.	The service support plan in other districts of West Bengal :	
8.	How much minimum time is needed for supply . Mention item specific supply commitment .	

I / We do hereby declare that I/We admit the back to back payment terms and three years composite on-site warranty support .

(Authorized signatory with company seal)

CHAPTER-XXVI

DIFFERENT STANDARD FORMATS

FORMAT- 1 ORDER EXECUTION NOTE (OEN)

Name & Address of Customer:					OEN NO.		
					DATE		
					CUSTOMER ORDER NO		
					DATE		
SI no	Description of Items	Qty	Unit Rate	Value (Rs)	VAT/S. Tax (%)	VAT/S. Tax (Rs)	Total (Rs)
In Words:						Total	
Delivery/Installation Location							
Warranty							
Special Terms, if any, to be incorporated in the order							
Name of the Indentor:					Signature of the Indentor		

**Encl: Copy of customer order, all the relevant documents and other instructions , if any.
Detailed technical specification / RFP , in case of tender.**

PURCHASE ORDER
West Bengal Electronics Industry Development Corporation
Block-EP&GP , Sector-V ,Salt Lake City , Kolkata-91.

PURCHASE ORDER

85B NAME AND ADDRESS OF THE VENDOR	PURCHASE ORDER NO.	<i>WBEIDC/PO/-- /-- /--</i>			
	PURCHASE ORDER DATE:-	-- /--/--			
	OUR REF. NO.	<i>OEN NO</i>			
	REF. DATE:-	-- /--/ --			
YOUR QUOTATION REF.		DATE :			
KINDLY ARRANGE TO SUPPLY THE FOLLOWING ITEMS AS PER TERMS & CONDITIONS SPECIFIED HEREIN					
SL. NO.	ITEM DESCRIPTION	UNIT	QTY	RATE (RS)	VALUE (RS)
				TOTAL	
DELIVERY SCHEDULE		WARRANTY			
DELIVERY AT / OUR CUSTOMER'S LOCATION				PRICE BASIS : As above	
OUR CUSTOMER'S NAME & ADDRESS		OUR CUSTOMER'S CONTACT PERSON WITH DESIGNATION		Check & Sign	
FREIGHT :		INSURANCE :		Indentor	
INSPECTION CLAUSE (whichever is applicable)	1. Supplier has to submit / need not submit supplier's / manufacturer's internal test report for the items to QA Department., before Despatch and obtain Despatch clearance. 2. Supplier to give inspection call to QA Department alongwith manufacturer's internal test report they are supplying before 10 days of scheduled Despatch date. 3. Materials to be Despatched only under challan of WBEIDC to Customer.			West Bengal Electronic Industry Development Corporation	
PAYMENT TERMS				AUTHORISED SIGNATORY	

OTHER TERMS	You are to submit RECEIPTED Challan, Invoice and installation / job completion Certificate in WBEIDC's name DULY SIGNED AND STAMPED by our customer after successful completion of installation.	
PURCHASE ORDER REFERENCE TO BE STATED IN ALL CORRESPONDENCE S.		
ALL DISPUTES ARE SUBJECT TO KOLKATA JURISDICTION ONLY		

REGISTERED OFFICE : "WEBEL BHAVAN" BLOCK EP& GP : SECTOR. V, SALT LAKE.
KOLKATA-700 091

Please sign below indicating your acceptance of the order.

Information to be given by indenting department to commercial department along with requisitions for tender to be issued

1. Administrative approval of competent authority (Executive Director) for floating the tender (Open / Limited)
2. Technical specification .
3. Delivery Schedule (in case any specific schedule is desired)
4. Details of items along with quantity and consignee details.
5. Certificate regarding availability of Funds.

6. Evaluation of Tender on package basis / individual item basis (package to be defined in case of package evaluation). Percentage score of Technical Evaluation and Financial Comparison to be taken.
7. Approximate financial implications of procurement.
8. Training requirement: No.of trainees, type of Training, duration of each type of training, place of training, etc.
9. Any special conditions to be added in the Bid Document.
10. Warranty clause and maintenance support clearly stipulated .
11. Any continuation of previous order? If yes give details.

This issues with the Approval of Executive Director (T/ F/ CD)

Signature
Designation (Department)

- Note :
1. Incomplete requisitions not containing above data will be returned forthwith.

 2. This checklist duly filled in and approved by the concerned Executive Director should be signed by an officer not lower than Asstt. Manager and submitted along with the OEN by concerned indenting department

CHAPTER-XXVII

DELEGATION OF POWER IN PROCUREMENT ACTION

DELEGATION OF POWER IN PROCUREMENT ACTION						
Sl No.	Selection of Vendor Through	LIMITS OF APPROVING AUTHORITY				
		> 1Crore	1Cro<>50 lacs	50L<>10L	10L<>2L	<2L
1	Open Tender	MD	MD	ED	ED	N/A
2	Limited Tender	MD	MD	MD	ED	G.M
3	Repeat Order	MD	ED	ED	GM	GM
4	Single Tender subject to client's specification	MD	MD	MD	ED	ED
5	Agreement Authority with winning bidder	MD	ED	ED	N/A	N/A
6	MOU Authority to address a particular tender/ Business Segment	MD/BOD	MD	MD	N/A	N/A

Note : The above is the level of Approving authority . However , An officer ,higher than the minimum level can always approve the proposal . The recommending authority will always be one level lower than the approving authority and proposing authority will atleast be one level lower than the recommending authority .

AMENDMENTS

Sl. No.	Date Of Amendment	Page No.of version 0.0	Details about the Change	New Version No.