

NIT No: **WBTET/DVET/NIT- 06/2018-19/311/NSQF**

Date: **28.09.2018**

NOTICE INVITING e-TENDER FOR LABORATORY SETUP (TOURISM & HOSPITALITY) INCLUDING INSTALLATION, COMMISSIONING OF TOOLS/EQUIPMENT/INSTRUMENTS ETC. FOR IMPLEMENTATION OF CSS-VHSE SCHEME UNDER NSQF IN DIFFERENT GOVT. SPONSORED/AIDED SCHOOLS IN WEST BENGAL

Directorate of Vocational Education & Training, Technical Education, Training and Skill Development Department, Government of West Bengal invites e-tender from the reputed manufacturers/direct importers/authorised distributors/dealers holding valid licence for Laboratory Set Up including installation, commissioning & supply of tools, equipment, instruments etc. listed in BOQ for **Tourism & Hospitality** Sector to different Government Sponsored/Govt. Aided Schools spread over state of West Bengal with financial assistance from MHRD, GoI and Government of West Bengal.

In the event of e-filling, intending bidders may download the tender documents from the website: www.wbtenders.gov.in directly with the help of Digital Signature Certificate. Digitally signed and completed bids have to be uploaded in the same website. The earnest money deposit of **INR 50,000/- (Indian Rupees Fifty Thousands Only)** only. **Payment to be made either by Net Banking through ICICI Bank payment Gateway or through RTGS/NEFT as detailed below.**

- a) Payment by NET banking (any listed bank) through ICICI Bank Payment Gateway:
 - i) On selection of NET banking as the payment mode, the bidder will be directed to ICICI Bank Payment Gateway webpage (along with string containing a Unique ID) where he will select the bank through which he wants to do the transaction.
 - ii) Bidder will make the payment after entering his unique ID and password of the bank to process the transaction.
 - iii) Bidder will receive a confirmation message regarding success/failure of the transaction.
 - iv) If the transaction is successful, the amount paid by the bidder will be credited in the respective pooling account of State Government/PSU/Autonomous Body/Local Body/PRIs, etc. maintained with the Focal Point Branch of ICICI Bank at R.N Mukherjee Road, Kolkata for collection of EMD/Tender Fees.
 - v) If the transaction is failure, the bidder again try for payment by going back to the first step.
- b) Payment through RTGS/NEFT
 - i) On selection of RTGS/NEFT as the payment mode, the e-Procurement portal will show a pre-filled challan having the details to process RTGS/NEFT transaction.
 - ii) The bidder will print the challan and use the pre-filled information to make RTGS/NEFT payment using his Bank account.
 - iii) Once payment is made, the bidder will come back to the e-procurement portal after expiry of a reasonable time to enable the NEFT/RTGS process to complete, in order to verify the payment made and continue the bidding process.
 - iv) If verification is successful, the fund will get credited to the respective Pooling account of the State Government /PSU / Autonomous Body/Local Body PRLs, etc maintained with the Focal Point Branch of ICICI Bank at R.N. Mukherjee road, Kolkata for collection of EMD/Tender Fees.
 - v) Hereafter, the bidder will go to e-Procurement portal for submission of his/her bid.
 - vi) But if the payment verification is unsuccessful, the amount will be returned to the bidder's account.

The L1 bidders shall have to submit the original copies (along with 1 set of duplicate copies) of documents as furnished during online application to this office along with the acceptance letter (LOA) of the LOI within seven days from the date of issue of LOI. Failure to submit the hard copy (along with 1 set of duplicate copies) with the acceptance letter of the LOI within the time period prescribed for the purpose may be construed as an attempt to disturb the tendering process and dealt with accordingly legally including blacklisting of the bidder and lead to cancellation and the offer might be extended to the L2 bidder.

THE TIME SCHEDULE FOR DOWNLOADING THE BID DOCUMENTS, THE SUBMISSION OF BIDS AND OTHER DOCUMENTS ETC. WILL BE AS PER THE LIST PROVIDED IN SERIAL NO 22.

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1 ELIGIBILITY CRITERIA FOR BIDDERS:

1.1 Manufacturers and Authorized Distributors/Authorized Dealers/Authorized Traders/Direct Importers having tender specific **OEM** authorization only, who are performing the business within this country for at least last three financial years are eligible to quote for this sector.

1.2 ANNUAL TURNOVER REQUIREMENTS:

The Bidder must have the minimum average of annual turnover for last three financial years is equal to or more than INR 25 lakh (Rupees Twenty Five lakh only) for quoting one single sector and Auditor's certificate stating annual turnover more than INR 25 lakh during F.Y. 2015-16, 2016-17 & 2017-18 have to be uploaded (format attached as Annexure-1)

1.3 The Bidder shall be required to give a **declaration in the form of affidavit** that they had not been banned by any government agencies and they were not convicted by court of law during their business entity for the last 3 years.

2 LIST OF TOOLS/EQUIPMENT:

List of Tools/Equipment in Tourism & Hospitality Sector along with quantity and specifications is given in **Annexure-II**

3 SUBMISSION AND EVALUATION OF BIDS

The tender is to be submitted in two parts – Technical Bid and Financial Bid.

3.1 Technical Bid

3.1.1 The bidder would have to upload the documents for Technical Bid in the www.wbtenders.gov.in. There would be a folder named "Fee/PreQual/Technical" which would consist of 7 sub-folders as mentioned below:

SI No	Sub - Folder	Documents to be Uploaded
1	Earnest Money Deposit	Scanned copy of Earnest Money Deposit demand draft
2	Application Form	Duly filled in application form as per Format given in Annexure III
3	Certificates	PAN Card, GST Registration / Sales Tax registration, Professional Tax registration
4	Company/Firm Details	Valid TRADE Licence/ Authorisation Certificate as mentioned in eligibility criteria / certificate of registration as manufacturer Registration with Registrar of Companies/ Registered Partnership Deed/ Registration of Proprietary Firm in local body etc.
5	Credentials	Copy of supply orders (at least three) of similar nature (Compliance Sheet i.e. Credential Certificate)
6	Financial Info	Copy of Audited balance sheets for last three FYs i.e. 2015-16, 2016-17 & 2017-18. Auditor's certificate stating annual turnover for last three FYs i.e. 2015-16, 2016-17 & 2017-18.
7	Declaration	i) Copy of last ITR For AY 2018-19 ii) Last years' return of GST iii) Import Licenses if any (as mentioned in 6) iv) Affidavit as mentioned 1.3 v) Declaration in respect of all items quoted.

Note:

i. All the documents in a sub-folder should be merged in one pdf file with the name format as <applicant name>_<sub-folder name> and the documents would be scanned in Gray scale/Color at 100 – 150 dpi. E.g. For applicant “ABCD” the documents mentioned under Declaration would be uploaded in Declaration as a merged pdf file and be named as “ABCD Declaration”.

3.2 Financial Bid

3.2.1 Another folder as “Financial Bid” shall contain the financial bids with the base rate per accounting inclusive of transportation, delivery, installation charges, and freight charges and exclusive of GST to be quoted in separate columns provided. No additional cost for whatsoever purpose other than the sum total of basic rate and GST will be admissible. Charges towards waybill or the likes are to be paid by the bidder. The quoted rate is valid for purchase at any Schools of the State which must be complied with by the L1 bidders. Rates have to be quoted on an Item-wise Rate BOQ, where bidders must quote for all items sector wise and selection of L1 bidders will be done sector wise.

3.3 Evaluation of Bids

3.3.1 During the tender evaluation process, the “Technical Bid” would be opened first. Bidders who have qualified the essential requirements will be identified. On the basis of the **scanned uploaded** documents, the Tender Selection Committee will assess the capability of the bidders for supplying the requirements of the state during the tender period and then only their “Financial Bid” would be opened. If they fail to meet the essential requirements of participating in the tender, the “Financial Bid” will not be opened and be rejected.

3.3.2 Tenderer quoting the total lowest rate in each sector in “Financial Bid” would be considered as successful.

The decision of the tender selection committee will be final in this matter

4 BIS CERTIFICATION/I.S.I. CERTIFICATE

4.1 Items, for which BIS or ISO or other specifications have been mentioned in list of instruments (Annexure II), should be certified to be of the specified standard by the Bureau of Indian Standards (BIS) and have the necessary valid licenses at the time of the supply orders. In cases of non-availability of BIS certification and valid license, a certificate from a Government recognized test house should be attached specifically certifying that the supplied item conforms to the IS/ISO standard as specified. If the specified IS/BIS/ISO standard has been superseded by a more recent standard, then the more recent standard will be considered by the Tender Selection Committee.

4.2 In items requiring mandatory certification under the relevant law, the manufacturer should have the necessary up to date licenses/ certifications from BIS and/or other statutory authorities as applicable. Non-compliance, if detected on a later date, will lead to summarily cancellation of the offer and penal provisions for fraudulent submission of tender will be invoked.

5 IMPORT LICENCE

5.1 Only in cases where it is applicable duly attested photocopy of the Import Licence with up to date renewal from licensing authority must be submitted in the Declaration folder of Technical Bid as mentioned in 3.1.1.

6 PRICE SCHEDULE AND PAYMENT TERMS

6.1 Rates should be quoted in **Indian Rupees (INR)** only.

6.2 The Rates should be quoted for **each single piece or unit price for every article within each sector and total price of the whole sector is to be quoted.**

6.3 After opening of bids, , **sector wise L1 bidder** will be given intimation (LOI) from this office, and **Supply orders/Purchase Orders for set up of Laboratories** will be placed accordingly, subject to verification of samples by inspection at Kolkata.

6.4 **Bills in triplicate** (pre-receipted, one original with two photocopies) against such supply orders have to be submitted through the institute concerned duly certified by the Headmaster/Headmistress/Teacher-in-charge of the respective School as well as certified by the respective Training Provider.

6.5 Payment will be made in **Indian Rupees (INR)** only through RTGS/NEFT within a reasonable time from the receipt of the consignment provided there are no discrepancies of any nature.

6.6 Rate should be quoted in **decimal coinage** as per specification given inclusive of all incidental charges including delivery and installation to the approved Govt./Govt. Aided Schools under the School Education Department, Govt. of West Bengal, situated anywhere in the State. It includes Customs Duty, Transportation Cost, Insurance, Freight, and Incidental Charges etc. but excluding of GST, which shall be quoted separately in the template for Bill of Quantities (BoQ). No cost towards waybill will be contributed by DVET. Only administrative support regarding this issue will be extended.

6.7 Rates shall be **valid** throughout the period to be covered by the contract to be executed with successful tenderers along with any extensions as may be made by the competent authority from time to time.

7 DELIVERY

7.1 All the items should be delivered, installed and demonstrated with system integration if required. It also includes required training up to the satisfaction of consignee TPs/ Head Master/Head Mistress/TIC., free of cost to the mentioned Institute on the risk and responsibility of the supplier. Payment will be made by the DVET on receipt of bills vide clause 6.4.

7.2 The supplier has to execute all supplies within the stipulated time (**30 days, extendable in special circumstances at the discretion of the DVET**) from the date of issue of the purchase order.

7.3 Items should be delivered at different Government/ Govt. Aided Schools across the state.

7.4 Transit Insurance will be borne by the supplier till the supply reaches the destination.

8 BILL

The selected supplier has to submit bills in triplicate with an undertaking at the time of supply that:

8.1 The instruments supplied are 1st hand only. No old (reconditioned equipment is accepted)

8.2 The instruments conform to the specification supplied by the tenderer (with guarantee certificate).

8.3 The instruments supplied have been checked against any manufacturing defect or defects of any other types. If any defects are detected later, the defective instruments will be replaced **by bidders**, free of cost, at the destination of supply **within warranty period**.

9 PAYMENT TERMS

9.1 Payment will be made after execution of due supply as ordered by the consignee institute

9.2 Submission of Performance Bank Guarantee in and subject to penalty as mentioned in relevant clauses

9.3 Supply of the materials as per specification as provided in the tender document

9.4 Installation and Commissioning, if needed, up to the satisfaction of the competent authority

9.5 Successful passing of the test conducted on the supplied material by the head of recipient institute or training provider or authorized person of DVET.

9.6 Supply of the materials within the period as specified in the work orders

10 SUB-LETTING OF THE CONTRACT

10.1 The successful applicants shall be responsible for full execution of the contract and shall not, in any case, assign or sublet the supply order or part thereof to any other party which will otherwise attract penalty and even debarring and blacklisting of the vendors.

11 REGISTRATION OF BIDDERS

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

11.2 Digital Signature certificate (DSC)

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

11.3 The Bidder can search & download NIT & Tender Documents electronically from computer once he logs on to the website <https://wbtenders.gov.in>, using the Digital Signature Certificate. This is the only mode of collection and submission of Tender Documents. Corrigendum, if any, will also be uploaded in this web portal.

12 WITHDRAWAL /CANCELLATION & PURCHASE POLICY OF TENDERING AUTHORITY

12.1 The tendering authority reserves the right to withdraw any item from the tender at any stage. The selection of such item, if already made in favour of any Tenderer, shall be treated as cancelled.

12.2 The tendering authority reserves the right to reject or accept any tender or part thereof at any stage or to split any tender without assigning any reason. Withdrawal of tender or any revision after submission of tender by the Tenderer will not be allowed.

12.3 The tendering authority reserves the right to accept or reject any tender, in part or in full, without assigning any reason thereon.

12.4 Procurement will, however, be made following the existing procurement policy of the Govt of West Bengal and its amendment(s) or addendum made from time to time.

13 PENALTY CLAUSE

13.1 In case of supply of the sub-standard items, any such items determined by the appropriate authority will not be accepted and the payment for such items will not be made to the supplier.

13.2 Debarment from participation in next tender processes of the Technical Education & Training Department: The tender selection committee reserves the right to declare a firm/ Company blacklisted for five years due to the following reasons:

If the supplier

- a. withdraws from agreement after being the “Lowest Quoted Tenderer”
- b. Failure in supply within stipulated period.
- c. For supply of substandard items within tender period as determined by the Competent Authority.
- d. In consequence of submission of false or fabricated documents by any firm/ company for participating in the tender, if proved later on.
- e. Tenderer who have quoted absurdly high or low rate in the opinion of Tender selection Committee, with the intention to vitiate the tender process.
- f. Submission of tender for the product(s) for which the concerned company has been blacklisted either by the state Government other State / Central Government Organization.
- g. Submission of tender during the period of blacklisting of Concern / Company either by Tender Inviting Authority or by any State Government or by other State/Central Government.

13.3 Financial Penalties for deficiencies in services/supplies (Part supply will not be considered as supply in full unless specified in the supply order) during the period of the tender and its subsequent extensions:

a. First time offence:

If orders are not supplied within fifteen days from the date of supply as mentioned in the work order- Caution to be sent along with the copy of the order.

b. Second time offence for the same material/other materials:

If orders are not supplied in full within one week of the date of supply as mentioned in the work order or receipt of the caution notice as provided in 13.3 an above - 5% of the total value of the order or Rs 50,000 (Fifty thousand) whichever is less will be deducted from the billed amount.

c. Third time or each subsequent offence:

If orders are not supplied in full within one week of the date of supply as mentioned in the work order- 25% of the total value of the order or Rs 5,00,000 (Five lakh) whichever is less will be deducted from the bill amount.

d. For firms who fail to supply the full order on five occasions within the tender period and its extensions- the whole Performance Bank Guarantee will be forfeited and the firm and its principals will be debarred from participation in tenders of this Dept. for the next five years.

e. The names of the defaulting suppliers will be put up in the Departmental website.

13.4 Enhancement of rates of raw materials etc or the fact that the tender period has been extended will not be acceptable as a plea for not supplying the materials within the stipulated period as provided in the work order.

13.5 Non – supply /Risk Purchase

a. If Tenderer fails to execute the supply within the stipulated period, the Tender inviting authority/ order placing authority, is at liberty to make alternative purchase of item/ items for which orders have been placed from any other source, following provisions of the existing Acts/ rules/ Orders.

b. For the situation as enumerated in points i), ii), iii) under Clause 14 (B), the supplier will be imposed penalty apart from forfeiture of Performance Guarantee. The excess expenditure over and above contracted prices incurred by the Tender inviting authority/ Order placing authority in making such purchases from any other sources or in the open market or from any other money due and will become due to the default supplier and in

the event of such amount being insufficient, the balance will be recovered personally from the supplier or his pending bills, if any.

14 PENALTY FOR FORMATION OF CARTEL OR FURNISHING OF FRAUDULENT/ MISLEADING DOCUMENTS

14.1 If during the tender process or at any stage during the validity of the tender period, it is found that a Tenderer(s) has formed a cartel in whatsoever form or name to fix up the rates or suppliers to the detriment of the fairness of the tender process, penal measures shall be initiated. Similar penal measures shall also be initiated against those tenderers who have submitted false/ misleading/ fraudulent documents or made incorrect declarations. The penal measure will be

- a. Forfeiture of Earnest Money
- b. Forfeiture of Performance Bank Guarantee.
- c. Cancellation from the approved list of suppliers and debarment from further supply orders
- d. Black listing from all Departmental tenders (called by the TET or others) of the Tenderer, the Principals of the firm(s) and the concerned distributor(s) for a period of five years

15 APPEAL

15.1 Appeal against the decision to impose such a penalty will lie with the Tender Selection Committee. Review against the decision of the T.S.C. will lie with TET&SD Deptt. of the Govt. of WB. The Principal Secretary will be the appellate authority within the TET&SD Deptt. Before imposing any penalty as per clauses mentioned above, the concerned supplier may appeal to the authority citing the proper reasons for non- imposing the penalty as stated.

16 AGREEMENT

16.1 On a tender being accepted, intimation of acceptance will be forwarded to the Tenderer by the Director of Vocational Education & Training, W.B. Such intimation may be forwarded either in one lot or in different lots. After communication of the same, the Tenderer will have to execute agreement in the prescribed form with the Director of Vocational Education & Training, W.B. or his nominee. In case any direct purchasing unit wishes to go for a separate agreement the head of the purchasing unit must get written permission to that effect from his controlling authority. This present document and the tender forms filled in by the Tenderer or copies thereof in so far as they are not inconsistent with these terms & Conditions will be incorporated as part of the agreement. Such agreement will be binding on the Tenderer.

17 GUARANTEE AND WARRANTY

17.1 All items must be guaranteed for replacement if any manufacturing defect or shortage of accessories found during demonstration/first operation. A minimum warranty of one year after the date of satisfactory supply and installation must be committed for all items.

18 VALIDITY PERIOD OF AGREEMENT

18.1 The bids submitted should be valid for a period of one year from the date of bid closing date.

19 ORDER & SUPPLY

19.1 Orders for the supply of estimated quantities of items in this tender will be placed with the successful tenderers after the execution of the agreements, and such supply shall have to be made in such instalments as may be fixed or spread over the period to be specified in the supply orders to be made in pursuance of the agreements

19.2 An idea as to quantities of different items that may be required should be obtained by getting in touch with Director of Vocational Education & Training or the other demanding approved Schools, if the tenderers so desire. The assessed quantities may be increased or decreased at the discretion of the demanding units at any time throughout the period of validity of the tender/ contract.

20 PERFORMANCE BANK GUARANTEE

- 20.1 The performance bank guarantee will be mandatory for all suppliers and will not be waived in any case.
- 20.2 The successful tenderers' shall be required to furnish the 'Performance Bank Guarantee' equal to 5% of job value shall be kept with the procuring officer as Performance Bank guarantee.
- 20.3 'Performance Bank Guarantee' should be submitted along with the Letter of Acceptance.
- 20.4 The Performance Bank Guarantee will be liable to forfeiture as enumerated in Clauses above.

21 SPECIAL TERMS AND CONDITIONS

21.1 The selected vendors will be liable to supply any individual article within the sector as per their quoted price for five years after the expiry of tender periods.

21.2 In reference to the serial no. 6.4, Training Providers certify the successful installation of each Laboratory by bidder in prescribed Certificate format as per Annexure-IX.

21.3 In reference to the serial no. 16.1, selected bidders also have to sign agreement with DVET to declare specifically that they will be liable to provide proper service for maintenance of installed items. In connection with this electronic gadget mentioning the regional service centre/ district wise service centre within the state for maintenance of laboratory items for at least three years from after completion of warranty period would be uploaded at the time of bid submission.

21.4 In continuation of serial no. 20.4, Special Performance Bank Guarantee equal to 1% of the value of the job value for extended warranty period plus 60 Days should be submitted before releasing the original Performance Bank Guarantee.

21.5 A Bidder may quote for maximum four sectors out of total six sectors floated for tender by DVET for which the Auditor's certificate stating annual turnover more than INR 1 crore during F.Y. 2015-16, 2016-17 & 2017-18 have to be uploaded(format attached as Annexure-IX).

22 IMPORTANT INFORMATION

SN	Items	Publishing date(s)
1.	Documents download start date (Online)	05.10.2018 from 12:00 Noon.
2.	Date of Bid- Clarification Meeting with the intending bidders	09.10.2018 and 10.10.2018 at 12.00 Noon
3.	Bid Submission start date (On line)	05.10.2018 at 12.00 Noon
4.	Bid Submission closing (On line)	29.10.2018 upto 12.00 P.M
5.	Bid opening date for Technical Proposals (Online)(Bid A)	01.11.2018 at 12.00 P.M.

22.1 **DIRECTORATE OF VOCATIONAL EDUCATION & TRAINING, W.B., RESERVES THE RIGHT TO CHANGE THE ABOVE SCHEDULE IN CASE OF ANY EXIGENCIES AFTER PUTTING UP A NOTICE IN THE WEBSITE www.wbtenders.gov.in AND OFFICE NOTICE BOARD.**

- 22.2 All the prospective bidders are requested to be present during opening the bid, at the office of the Director of Vocational Education & Training, West Bengal.
- 22.3 No objections in this respect will be entertained raised by any Bidder who will be present during opening of bid, or from any Bidder who will be absent at the time of opening of Financial Bid.
- 22.4 During the scrutiny, if it comes to the notice to tender inviting authority that the credential or any other paper found incorrect/ manufactured/ fabricated, that bidder would not allowed to participate in the tender and that application will be rejected without any prejudice.
- 22.5 Prospective bidders may mail their queries in the following e mail addresses wbdvet@gmail.com
- 22.6 Any litigation in this connection is to be settled in Kolkata.
- 22.7 The Tender Selection Committee reserves the right to cancel the N.I.T. due to unavoidable circumstances and no claim in this respect will be entertained.

Sd/-
Director of Vocational Education & Training
West Bengal

1 Annexure I

Date:

To DVET, WB

This is to certify that the Annual Turnover of _____ (Name of organization) for the years 2017-18, 2016-17 & 2015-16 are mentioned below:

FY	Total Turnover (in Crore)	Turnover from Training Related Activities (in Crore)	Net Worth (as on last date of the financial year) (in Lakh)
2017-18			
2016-17			
2015-16			

2 Annexure II

List and Specification of Tools/Equipment/Instruments etc.

Sl. No.	EQUIPMENTS	Specification	Qty. Per School
1	PROJECTION SCREEN	SIZE OF ABOUT 5FT BY 5 FT IS FINE WITH STAND	1
2	RESTAURANT TABLES	3FT. BY 3FT MADE PREFERABLY OF RUBBER WOOD WITH A SINGLE IRON STAND IN CENTRE	2
3	RESTAURANT CHAIRS	STANDARD CHAIRS AVAILABLE READILY AS PER SPECIFICATIONS	4
4	SIDEBBOARD OR DUMMY WAITER	WILL BE MADE AS PER STANDARD DESIGN PROVIDED	1
5	BAR DISPLAY CABINET	WILL BE MADE AS PER DESIGN PROVIDED	1
6	FRONT DESK COUNTER	AS PER DESIGN PROVIDED WITH KEY RACK	1

3 ANNEXURE III

APPLICATION

TENDER FOR **LABORATORY SETUP (TOURISM & HOSPITALITY SECTOR) INCLUDING** OF TOOLS/EQUIPMENT/INSTRUMENTS ETC. RELATED TO IMPLEMENTATION OF CSS-VHSE SCHEME UNDER NSQF IN DIFFERENT GOVT. / GOVT. AIDED SCHOOLS OF WEST BENGAL

- 1 Name and address of Firm/Agency/ Company
- 2 Registration No with ROC/Other Registering Authority with Date
- 3 Telephone
- 4 Cell phone Numbers
- 5 E-mail ID
- 6 Name, Designation & Mobile No of Authorised Signatory and Point of Contact
- 7 Please specify as to whether tenderer is sole proprietor/ Partnership firm/Private or Limited company
- 8 Name, Address and Telephone No of Directors/partners
- 9 Name & Address of the Banker
- 10 Details of Earnest Money Deposit
 - a) Amount
 - b) Demand Draft/Pay order/Bankers Cheque No:
 - c) Date of Issue
 - d) Name of issuing Bank & Branch:
- 11 Any other information:

Declaration by the Bidder:

This is to certify that I/We before signing this tender have read and fully understood all the terms and condition contained herein and undertake myself/ourselves to abide by them.

(Signature of the Bidder)

(Name and Address with Seal)

4 Annexure – IV

List of Schools (may be varied) under CSS-VHSE Scheme

Sl.No.	NAME OF SCHOOL	U-DISE Code	DISTRICT	SECTOR (S)
1	SHANKAR NEPALI HIGH SCHOOL	19220616802	ALIPURDUAR	TOURISM & HOSPITALITY

2	GARDENREACH MAULANA AZAD MEMORIAL GIRLS HIGH SCHOOL	19170113802	KOLKATA	TOURISM & HOSPITALITY
3	TILJALA BALIKA VIDYALAYA	19170107021	KOLKATA	TOURISM & HOSPITALITY
4	KOLSUR BALIKA VIDYALAYA	19110414104	NORTH 24 PARGANAS	TOURISM & HOSPITALITY
5	PARANGERPAR SISHU KALYAN HIGH SCHOOL	19220412302	ALIPURDUAR	TOURISM & HOSPITALITY
6	UNION ACADEMY, KALCHINI	19220601002	ALIPURDUAR	TOURISM & HOSPITALITY
7	KAMAKSHYAGURI GIRLS H. S. SCHOOL	19220710802	ALIPURDUAR	TOURISM & HOSPITALITY
8	MATGODA H.S	19131608001	BANKURA	TOURISM & HOSPITALITY
9	RAMPURHAT GIRLS' HIGH SCHOOL	19082400601	BIRBHUM	TOURISM & HOSPITALITY
10	COOCH BEHAR TOWN HIGH SCHOOL	19031700901	COOCHBEHAR	TOURISM & HOSPITALITY
11	COOCHBEHAR M.G.GIRLS HIGH SCHO	19031701101	COOCHBEHAR	TOURISM & HOSPITALITY
12	ALOKJHARI HIGH SCHOOL	19030604203	COOCHBEHAR	TOURISM & HOSPITALITY
13	BARAMARICHA DELWAR HOSSAIN HIGH SCHOOL	19031008502	COOCHBEHAR	TOURISM & HOSPITALITY
14	BHELAPATA HIGH SCHOOL	19030409002	COOCHBEHAR	TOURISM & HOSPITALITY
15	K.F.BARI A.DEVI G. HIGH SCHOOL	19030414703	COOCHBEHAR	TOURISM & HOSPITALITY
16	TUFANGANJ VEVEKANANDA VIDYALAY	19030414704	COOCHBEHAR	TOURISM & HOSPITALITY
17	BIDHANNAGAR KURBAN ALI H.S.	19210405302	DARJEELING	TOURISM & HOSPITALITY
18	BIDHANNAGAR SANTOSHINI VIDYA CHAKRA H.S.	19210404902	DARJEELING	TOURISM & HOSPITALITY
19	ST. MARY'S H.SCHOOL	19210401604	DARJEELING	TOURISM & HOSPITALITY
20	BHARATI HINDI VIDYALAYA H.S.	19210504706	DARJEELING	TOURISM & HOSPITALITY
21	NETAJI GIRLS HIGH SCHOOL	19210501902	DARJEELING	TOURISM & HOSPITALITY
22	NEHRU BALIKA VIDYALAYA	19161404802	HOWRAH	TOURISM & HOSPITALITY
23	BIRESWAR BALIKA VIDYALAYA	19160801401	HOWRAH	TOURISM & HOSPITALITY
24	BANARHAT BALKA PARIMAL HIGH	19020325203	JALPAIGURI	TOURISM & HOSPITALITY
25	ARAVINDA MADYAMIK HIGH	19021502505	JALPAIGURI	TOURISM & HOSPITALITY
26	CHALSHA GAYANATH VIDYAPITH (XII)	19021006002	JALPAIGURI	TOURISM & HOSPITALITY
27	SANNYASIKATA HIGH SCHOOL	19021304903	JALPAIGURI	TOURISM & HOSPITALITY

28	BARISHA GIRLS HIGH SCHOOL	19170112912	KOLKATA	TOURISM & HOSPITALITY
29	NARHATTA G.S. HIGH SCHOOL (H.S.)	19060112201	MALDAH	TOURISM & HOSPITALITY
30	CHOAPARA D. VIDYANIKETAN	19071204103	MURSHIDABAD	TOURISM & HOSPITALITY
31	BAGMARA B.B.M. VIDYANIKETAN	19071404403	MURSHIDABAD	TOURISM & HOSPITALITY
32	KALITALA L.K. HIGH SCHOOL	19072606501	MURSHIDABAD	TOURISM & HOSPITALITY
33	HARHARI HIGH SCHOOL	19072009401	MURSHIDABAD	TOURISM & HOSPITALITY
34	GOPALPUR GIRLS HIGH SCHOOL(H.S)	19111309803	NORTH 24 PARGANAS	TOURISM & HOSPITALITY
35	BARA URMA HIGH SCHOOL (H.S.)	19140307202	PURULIA	TOURISM & HOSPITALITY
36	FULMALANCHA HB HIGH SCHOOL	19180209802	SOUTH 24 PARGANAS	TOURISM & HOSPITALITY
37	KALAS HIGH SCHOOL	19182205701	SOUTH 24 PARGANAS	TOURISM & HOSPITALITY
38	DASPARA HIGH SCHOOL	19040606806	UTTAR DINAJPUR	TOURISM & HOSPITALITY
39	BHADRAKALI HIGH SCHOOL	19040802804	UTTAR DINAJPUR	TOURISM & HOSPITALITY
40	A NAGAR K N M SIKHAYATAN UP	19181714002	SOUTH 24 PARGANAS	TOURISM & HOSPITALITY
41	AMDOHI HIGH SCHOOL (H.S.)	19130912204	BANKURA	TOURISM & HOSPITALITY
42	ARIT VIVEKANANDA VIDYAMANDIR(HS)	19202906302	PASCHIM MEDINIPUR	TOURISM & HOSPITALITY
43	ARJUNJORA HIGH SCHOOL.	19140609202	PURULIA	TOURISM & HOSPITALITY
44	BADLA GIRLS HIGH SCHOOL	19091407603	BURDWAN	TOURISM & HOSPITALITY
45	BAGMARI N.K.S. SADAN	19192511401	PURBA MEDINIPUR	TOURISM & HOSPITALITY
46	BAHARAN JOY DURGA HIGH SCHOOL	19091901702	BURDWAN	TOURISM & HOSPITALITY
47	BASUDEBPUR K.N.P.C HIGH SCH-HS	19160705003	HOWRAH	TOURISM & HOSPITALITY
48	BASUDEVPUR VIDYAMANDIR	19120907301	HOOGLHY	TOURISM & HOSPITALITY
49	BELKASH PANCHANAN PUBLIC INSTITUTON	19090603102	BURDWAN	TOURISM & HOSPITALITY
50	BHUTSAHAR GIRLS' HIGH SCHOOL	19132009106	BANKURA	TOURISM & HOSPITALITY
51	BIRA BALLAVPARA SANTIPIPASA BALLAV BALIKA VIDYALAYA HS	19110608905	NORTH 24 PARGANAS	TOURISM & HOSPITALITY
52	BOSO PRIYONATH HIGH SCHOOL (H.S)	19121821402	HOOGLHY	TOURISM & HOSPITALITY
53	CHACK CHATTA S B HIGH SCHOOL	19182900202	SOUTH 24 PARGANAS	TOURISM & HOSPITALITY
54	DAKHIN NANGLA BALIKA VIDYALAYA	19110504301	NORTH 24 PARGANAS	TOURISM & HOSPITALITY

55	GAZOLDOBA HIGH SCHOOL (H.S)	19020915401	JALPAIGURI	TOURISM & HOSPITALITY
56	GONPUR HIGH SCHOOL	19080802803	BIRBHUM	TOURISM & HOSPITALITY
57	ITKHOLA RAJNARAYAN HIGH SCHOOL HS	19180916104	SOUTH 24 PARGANAS	TOURISM & HOSPITALITY
58	KALURAM HIGH SCHOOL	19030702502	COOCHBEHAR	TOURISM & HOSPITALITY
59	KALYANGARH BALIKA VIDYALAYA	19112500405	NORTH 24 PARGANAS	TOURISM & HOSPITALITY
60	KEBALPARA HIGH SCHOOL	19021314701	JALPAIGURI	TOURISM & HOSPITALITY
61	KHIRPAI HIGH SCHOOL	19130709802	BANKURA	TOURISM & HOSPITALITY
62	KULIA RAMCHANDRAPUR UNION HIGH SCHOOL HS	19111003401	NORTH 24 PARGANAS	TOURISM & HOSPITALITY
63	LASKARPUR BALIAGHATI HIGH SCH.	19072206603	MURSHIDABAD	TOURISM & HOSPITALITY
64	MASHIARA HIGH SCHOOL(H.S)	19131100704	BANKURA	TOURISM & HOSPITALITY
65	PADAMATI U.R. HIGH SCHOOL	19021111403	JALPAIGURI	TOURISM & HOSPITALITY
66	SIAN YUSUF HIGH SCHOOL	19080105602	BIRBHUM	TOURISM & HOSPITALITY

5 Annexure – V

Warranty Certificate Format

We on behalf of the organization do hereby undertake the minimum warranty period of _____ years must be committed for supplying of _____ items.

(Name of the bidder)

Organization name:-

Address:-

6 ANNEXURE-VI

SPECIAL TERMS AND CONDITIONS

PART-I

1) Interpretation of documents

If any bidder find discrepancies or omission in the specifications or other tender documents, or if he be in doubt as to the true meaning of any part thereof, he shall make a written request to the tender inviting authority for correction / clarification or interpretation before 7 days of opening of the bid.

2) **Payment Terms**

The supply, installation, commissioning and implementation job to be done for Technical Education & Training Department, Government of West Bengal.

- a) Payment will be made on submission of bills in quadruplicate along with the successful completion / implementation certificate from the authority and immediately on receipt of payment from the Govt. Department (within 60 days from the submission of bills).
- b) Deduction of all statutory and necessary taxes from each bill will be made as per Government Rules prevailing at the time of payment. Necessary tax deduction certificate will be issued in due course of time.
- c) All payments will be made by RTGS/NEFT only.
- d) The security deposit(s) of an amount equivalent to 5% of the value of the LOI(s) awarded to the successful Bidder(s) are to be deposited in the form of a bank guarantee valid for a period of 60 days + the maximum warranty period among the items quoted, from any Scheduled Bank before the release of any payment.

3) **Withdrawal from Tender**

Any Bidder may withdraw his bid by written request at any time prior to the scheduled closing time for receipt of bids and not thereafter. If any Bidder(s), however, withdraw their bids before acceptance or refusal within a reasonable time without giving any satisfactory explanation for their withdrawal, they may be disqualified from participation in any tender of this organization for a minimum period of 2 (two) years.

4) **Opening of Tender**

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

5) **Tax Registration Certificate**

Bidders submitting their bids shall produce up to date GST Registration, Income Tax and Professional Tax registration as well as copy of latest returns submitted in the standard form from the Tax Authority or a Certificate that the assessment is under consideration. All such clearance certificates shall remain valid on the date of opening of Techno-Commercial bids and copies thereof submitted should be attested by a gazetted officer. In case if it is not possible for attestation, the original certificates have to be produced before the evaluation committee during evaluation, otherwise the bid will be treated as nonresponsive and in that case the Tender Selection Committee will have the right to decide accordingly.

6) **Canvassing**

Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any Bidder doing so will be liable to penalties, which may include removal of this name from the register of approved Vendors.

7) **Warranty**

The Bidder will warranty that products supplied under the contract are newly made and are free from defects in the design, engineering and workmanship. The Bidder would be responsible for the upkeep and maintenance of the infrastructure with a resolution time of NBD during the entire on-site warranty period of **3(Three) Years with NBD support from the date of issue of Acceptance Certificates.**

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

8) Warranty Support

- a. The equipment supplied will be warranted against bad workmanship and manufacturing defects for 60 months from the date of acceptance of the system whole or part.
- b. The Bidder should have a call center working from Monday to Saturday 8 a.m. to 8 p.m. in Kolkata / West Bengal. The contact details (Toll Free Number) of the call center must be furnished along with the bid. Bidders not having such facility must furnish an undertaking to open such a call centre in Kolkata/West Bengal within 15 days in the event of their being awarded the LOI. Any call logged with the service center must be given a running docket number to the person reporting the call.
- c. The call log as well as resolution details have to be submitted to the DVET on a quarterly **basis not later than 10th instant** of the next quarter. Non-receipt of report within the specific date in any quarter would be treated as non-performance of the service obligation for the previous quarter and subsequent extension of warranty.
- d. 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 or the Vendors are to be attached. In absence of which, **the bid will be considered as non-responsive.**
- e. 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 defaulted days in addition to the penalties payable to the Department.

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 in detailed.

9) Service Level (APPLICABLE TO SUPPLIES TO ALL OVER WEST BENGAL)

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

Uptime Requirement	Machine Location	Resolution Time Requirement	Penalty
99.5%	Kolkata, Howrah, Salt lake, New Town	Within 4-6 hours	Penalty of 0.5% of the cost of the particular hardware/ software beyond one working day but within 2 working days and 1% thereafter per working day up to a maximum of 5% of the cost of the particular hardware / software
99.0%	Anywhere in West Bengal	NBD	Penalty of 0.5% of the cost of the particular hardware/ software beyond one working day but within 2 working days and 1% thereafter per working day up to a maximum of 5% of the cost of the particular hardware / software

Penalties will be deducted from the subsequent payments due to the vendors. PBG will be revoked only if penalty amount is more than vendor's due and they (vendor) fail to pay up the balance penalty within 7 days after a demand is raised by this Department.

THE ITEMS MENTIONED IN THIS TENDER DOCUMENT SHOULD BE QUOTED WITH ALL NECESSARY CABLES & ACCESSORIES.

10) Liquidated Damage

The job includes the supply and installation of materials mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the Vendor(s) for sum equivalent to 1% of the hardware & software contract value for each week or part thereof, subject to a ceiling of 2% of the contract value (including all taxes & duties and other charges). In the event of LD exceeds 2% of the order value, DVET reserves the right to terminate the contract and this Department will get the job completed by any other competent party. The difference of cost incurred by DVET will be recovered from the earnest money deposited by the vendor. EMD for successful bidder will be on hold till the project execution is completed and installation certificate is submitted to DVET.

11) Delivery

All materials to be tested, delivered, installed and commissioned in different places of West Bengal as mentioned in the scope of work within 6 weeks from the date of confirmed order placed on the successful Bidder.

12) Security Deposit

Successful Bidder(s) will have to submit a performance bank guarantee (PBG) within 14 days of issuance of LOI, amounting 5 % of ordered value (inclusive of all taxes) in the format given in the tender document for a validity period of 60 days more than the maximum warranty period of the quoted items. Failure to submit the said PBG will result in termination of any claim of the Bidders and forfeiture of earnest money. The LOI placed on the Bidder will then automatically be cancelled and the Bidder will be debarred from taking part in any tender of DVET for two years from the date of issuance of LOI.

13) Acceptance of Tender

The acceptance of the bids will lie with the accepting authority who is not bound to accept the lowest bid and reserves the right to reject in part or in full any or all bids(s) received and to split the work among participants without assigning any reason thereof.

14) Non escalation of Price

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

15) Price Validity

The quoted offer and/or rates must be valid for the one financial year. The tender inviting authority reserves the right for seeking extension of validity of offered rates from the qualified Bidder(s). Acceptance of such request during actual offer is however optional to the Bidder.

16) Quantity or Place variation

The Vendor will be asked to supply the same products at the same rate at different places and / or at the same places within this price validity period, which they are bound to accept. The quantity may also vary from the indicative quantity. Bidders should be capable to supply up to double the indicative quantity within the validity period in the same price. The selected bidders will have to supply the items at Schools premises throughout the state.

17) Price

- a. Price should be quoted in the Price Bid format (On -Line) 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. Both Transit Insurance and Insurance (valid during the warranty period) at the sites against theft, burglary, fire, etc. will have to be arranged by the winning Bidder(s) in the name of DVET and premium paid for by them (winning Bidders). Should an unfortunate occasion arise when one or more items supplied need to be replaced, for which an insurance claim is lodged, and the replacement cost incurred by the winning Bidder(s) is more than the amount received from the Insurance Company, DVET will under no

circumstances be liable to compensate the winning Bidder(s).

- d. Percentage / specified amount of taxes & duties should be clearly mentioned DVET reserves the right to reject such vague offer.
- e. Price to be quoted inclusive of integration, installation, commissioning & implementation 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.

18) Discrepancies and Adjustment thereof

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

19) 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 the Commissioner in Dept of Technical Education & Training, WB or any other person appointed by him. The award of the arbitrator shall be final and binding on both sides. 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 Commissioner in Dept shall appoint another person 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 Vendor will have no objection in any such appointment so long as the arbitrator so appointed is an employee of the Department of T E & T. 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.

20) Governing Laws

This Tender Document and the contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract.

21) Force Majeure Condition

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

OEM WILL FURNISH A WARRANTY CERTIFICATE ENLISTING ALL NUMBERS ALLOTTED FOR TAGGING OF DESKTOPS, LAPTOPS.

SPECIAL TERMS & CONDITIONS

(PART-II)

1. The bid and all correspondence and document relating to the bid shall be written in English language only.

2. All the documents to be submitted by the bidder along with their offer should not be manipulated and if at any point of time during procurement process or subsequently it is detected that documents submitted are forged / tampered / manipulated in any way, the total responsibility lies with the bidder and DVET reserves the full right to take action as may be deemed fit including rejection of the offer and such case is to be kept recorded for any future dealing with them.
3. Overwriting and erasures may make the tender liable for rejection if the authorized signatory of the bidder does not sign on each of such overwriting/erasing/ manuscript ion. All overwriting should be separately written and signed by the authorized signatory of the bidder.
4. Details of the enclosures should be clearly mentioned in the forwarding letter in bidder's letterhead along with the bid.
5. The bidder shall be required to give a declaration that they have not been banned by any Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization. If any Government Agencies / Govt. Department / Quasi Govt. Dept / PSU / Board / Council or similar organization has banned the bidder but lifted the ban afterwards, the fact must be clearly stated.

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

6. No Technical / Commercial clarifications generated from the vendors will be entertained after opening of the tender. However, if tender committee feels, they may ask supporting documents in respect of the claim of the bidder and the bidder has to submit supporting document as well as written clarifications required by the tender committee within three days.
7. Item, if any other than specified in BOM, felt necessary to complete the installation are to be supplied by the bidder free of cost.
8. Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. DVET reserves the right to increase or decrease the quantity specified in the tender.
9. DVET reserve the right to reject or accept or withdraw the tender in full or part as the case may be without assigning the reasons thereof. No dispute of any kind can be raised the right of buyer in any court of law or elsewhere.
10. Bidder must enclose authorization Certificate from reputed OEMs to quote their product against this tender.
11. Supporting technical brochures / catalogues indicating each feature in respect of offered model and make must be submitted along with the offer, in absence of which the offer is liable to be ignored.
12. Bidders may be asked for a random testing of at best Five percent equipments at their own cost, at any reputed testing house, to ascertain the authenticity of their claim regarding the technical aspects, which they have to abide by.
13. Bidder through OEM should give an undertaking for sales and three years onsite comprehensive warranty support as mentioned in the tender document against supply of all the items.

SPECIAL TERMS & CONDITIONS

(PART – III)

1. Evaluation Committee, at its discretion, may call for additional information / clarifications from the Bidder

regarding the bids submitted by them. Such information, clarifications should be provided within the stipulated period. Delay in providing information / clarification will not be entertained and the committee will presume that the Bidder has no such information / clarification to provide and evaluate the bid with the available information only.

2. Termination for default:

- a) DVET may without prejudice, to any other remedy for breach of contract, by written notice of default sent to the Bidder(s), terminate the purchase order in whole or part thereof:
 - i. If the Bidder(s) fail to deliver any or all of the obligations within the time period specified in the LOI / PO.
 - ii. If the Bidder(s) fail to perform any other obligations under the contract.
- b) The Bidder(s) shall be given maximum of two opportunities of 30 days each to improve their service level and meet the obligations as per the Tender/LOI/PO/SLA.

3. DVET may at any time terminate the contract by serving written notice to the bidding firm(s) without compensation to the firm(s), if the bidding firm(s) become bankrupt or otherwise insolvent, provided such termination will not prejudice or effect any right of action or remedy, which has accrued thereafter to the client.

4. Preventive maintenance visit to each SITE once in a quarter is to be evidenced by a certificate from the Authority. These certificates should be submitted by the successful Bidder(s) to the DVET quarterly. This is must to get back the security deposit after completion of warranty period.

7 ANNEXURE-VII

PERFORMANCE SECURITY GUARANTEE BOND

1. In consideration of the DVET on behalf of Department of T ET&SD having agreed to exempt _____ (hereinafter called 'the said contractor(s)') from the demand under the terms and conditions of an agreement/Advance Purchase Order No _____ dated _____ made between _____ and

_____ for the supply of _____ (hereinafter called “the said agreement ”) of security deposit for the due fulfillment by the said contractor (s) of the terms and conditions contained in the said Agreement, on production of the bank guarantee for _____

We, (name of the bank) _____ (hereinafter refer to as “the bank”) at the request of _____ (contractor(s)) do hereby undertake to pay to the DVET an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by DVET 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 DVET by reason of breach by the said contractor(s)' of any of the terms or conditions contained in the said Agreement or by reason of the contractors(s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of Department of T E & T 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 undertake to pay to the DVET 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 DVET under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ (office/Department) of DVET 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 THIRTY EIGHT MONTHS from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.
- 4. We (name of the bank) _____ further agree with the DVET that the DVET 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 DVET 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 DVET or any indulgence by the DVET 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.
- 5. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/supplier(s).
- 6. We (name of the bank) _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DVET in writing.

Dated the _____ day of _____
for _____

(Indicate the name of bank with Tel. No)

8 ANNEXURE-VIII

MANUFACTURER’S AUTHORISATION FORM (IF OEM DOES NOT PARTICIPATE)

(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) Without this MAF, the bid

is liable to be rejected.

DVET under
T E,T&SDDeptt.
West Bengal
New Town, Rajarhat
Kolkata 700 60

Tender No.: WBTET/DVET/NIT- 03/2016-17/NSQF DATED 29/07/2016 FOR SUPPLY, INSTALLATION AND COMMISSIONING OF DESKTOP COMPUTERS, WITH WINDOWS 8.1 PROFESSIONAL PRELOADED WITH RECOVERY CD/DVD, RELEVANT LICENSE WITH MEDIASITUATED IN DIFFERENT SCHOOLS OF WEST BENGAL

WHEREAS, we _____ (manufacturing company), who are official manufacturers of _____ and having production facilities at _____,

do hereby authorize _____ (hereinafter, the "Bidder") located at _____ to submit a bid of the following Products manufactured by us, for the Supply Requirements associated with the above Tender. **The Bidder is the only authorized party to submit quotation on behalf of us.**

[Please Specify the Product Name(s) & Model No(s) here]

When resold by _____ (the Bidder) these products are subject to applicable warranty terms of this Tender. We assure you that in the event of _____ (the Bidder) not being able to fulfill its obligation as our Sales & Service Provider in respect of this Tender, we would continue to meet our obligation to meet the supply and service terms stated in the abovementioned Tender through alternate arrangements. We also confirm that _____ (the Bidder) 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 _____ (the Bidder) as per the Tender.

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 Manufacturer, and must be included by the Bidder in their bid as specified in the Instructions to Bidders.

OEM WILL FURNISH A WARRANTY CERTIFICATE ENLISTING ALL NUMBERS ALLOTTED FOR TAGGING OF DESKTOPS, LAPTOPS.