

ADMINISTRATIVE TRAINING INSTITUTE

GOVERNMENT OF WEST BENGAL
FC-BLOCK, SECTOR-III, SALT LAKE CITY,
KOLKATA – 700 106

NOTICE INVITING e-TENDER (2ND CALL)

INTRODUCTION

Online Tender documents are invited by the Director General, Administrative Training Institute, West Bengal for the supply of Desktop Computers from Original Equipment Manufacturers (OEM)/Authorized distributors or dealers having sufficient experience and credentials for successful supply of Desktop Computers in a Government Department/PSU/ Autonomous Body or any reputed organization. Bidder must have adequate Service Engineer for providing on-site warranty service within the stipulated period of 3(three) years.

1.	Tender No. & Date	WBATI/DG/ET07/2017-18/DESKTOP Dated: 19.07.2017
2.	Brief description of material	Supply of 33 Desktop Computers.
3.	Tender Document Fee	Rs.500.00 (Rupees Five hundred only) to be paid by Cash only in the Cash Section of ATI, WB
4.	Earnest Money Deposit (EMD)	Rs. 35,000.00 (Rupees Thirty Five Thousand only) through On-Line mode.
5.	Contacts	Tel: (033) 2341-0143 E-mail: ghosaptarshi@gmail.com

1. Intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. The Tender Document Fees and the Earnest Money Deposit (EMD) details should be documented through e-filing.
2. Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>
3. Tender documents may be downloaded from website and submission of Techno Commercial Bid and Financial Bid will be done as per Time Schedule stated in Section – B of this Tender Document.
4. The Financial Bid of the prospective Bidder will be considered only if the Techno Commercial Bid of the bidder is found qualified by the Local Purchase Committee. The decision of the Local Purchase Committee will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

CONTENTS OF THE TENDER DOCUMENT

The Tender document comprises of the following:

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SECTION – A

ELIGIBILITY CRITERIA

1. The bidder must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or OPC or Proprietary Firm. Documentary (Certificate of incorporation/Relevant document) evidence to be submitted.
2. The bidder should have their presence in Kolkata with own office. Valid proof should be submitted along with the bid.
3. The bidder should have valid PAN, GSTIN No. & Trade License. Bidder shall have to submit photocopy of the documents.
4. The bidder shall have independently executed the supply of
 - (a) One similar nature of supply at least Rs. 12 lakhs preferably in a Government Department/PSU/Autonomous Body/Any reputed organization during last three Financial Years (2014-15 , 2015-16 and 2016-17). References order copy for the project to be provided
 - or**
 - (b) Two similar nature of supply at least Rs. 7.5 lakhs each preferably in a Government Department/PSU/Autonomous Body/ Any reputed organization during last three financial years (2014-15 , 2015-16 and 2016-17). References order copy for the project to be provided
 - or**
 - (c) Three similar nature of supply at least Rs. 6 lakhs each in total preferably in a Government Department/PSU/Autonomous Body/ Any reputed organization during last three financial years (2014-15 , 2015-16 and 2016-17). References order copy for the project to be provided.
5. The bidder shall have average turnover of not less than Rs.0.50 crores for last the three financial years (2014-15, 2015-16 and 2016-17). Audited Accounts and necessary Audited Statement to be submitted.
6. The bidder should have a Call Centre operational on all days of the year except Sundays & National holidays. Call Center details with number & detailed escalation matrix to be submitted.
7. Tender specific Manufacturer's Authorizations for Desktop Computers must be submitted as per format (Section - I), without which the offer will be treated as non-responsive and summarily rejected.
8. The bidder shall have Quality Certificate (ISO 9001:2008). Copy of Certificate to be submitted.
9. The Bidder/OEM must have Support Service Center with manpower in Kolkata and so that any call reported is attended within the response time. The detailed Support Service with manpower for bidder & OEM should be submitted as per format (Section – J).
10. The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral / multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal (as per DIT guidance note issued on 26-Dec-2011). Declaration on bidder's letter head to be submitted.
11. The bidder shall submit Bid Form (Section–E) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format will not be accepted.

SECTION – B

DATE AND TIME SCHEDULE

Sl. No	Particulars	Date & Time
1.	Date of uploading of N.I.eT. & other Documents (online) (Publishing Date)	20.07.2017 at 16.00 hrs
2.	Documents download/sale start date (Online)	20.07.2017 at 17. 00 hrs
3.	Corrigendum, if any will be published (On Line only)	In ATI website only
4.	Bid Submission start date & time (On line)	20.07.2017 at 18.00 hrs
5.	Last Date & time of submission of cash for cost of Tender Document Fees (Off-Line)	04.08.2017 at 16.00 hrs
6.	Bid Submission closing date & time (On line)	07.08.2017 at 11.00 hrs
7.	Bid opening date & time for Technical Proposals (Online)	09.08.2017 at 11.00 hrs
8.	Date of uploading the final list of Technically Qualified Bidder (online)	10.08.2017 at 15.00 hrs
9.	Date for opening of Financial Bid (Online)	11.08.2017 at 11.00 hrs

SECTION – C

INSTRUCTIONS TO BIDDER

1. Definitions

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

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

“Agreement” means the Agreement to be signed between the successful bidder and ATI,WB including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the NIEt, the bid offer, the acceptance and all related correspondences, clarifications, presentations.

“Bidder” means any firm offering the solution(s), service(s) and /or materials required in the NIEt. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder with whom ATI, WB may sign the agreement for supply, install, and render services for the materials.

“Contract” is used synonymously with Agreement.

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

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

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

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

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

“Similar Nature” means Supply of Computers both desktop and Desktop

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

“GoI” shall stand for the Government of India.

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

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

“Project” Supply of Desktop Computers for ATI, WB

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

“Services” means the work to be performed by the Bidder pursuant to this Contract.

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

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

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

“Operator” means the company providing the services under Agreement.

“Period of Agreement” means 3 years from the date of delivery or installation plus six months.

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

“ATI, WB” shall mean Administrative Training Institute, West Bengal

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

“Termination Notice” means the written notice of termination of the Agreement issued by ATI, WB

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

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

“Service Down Time” (SDT) means the time period when specified services with specified technical and operational requirements as mentioned in section titled “WARRANTY SUPPORT” are not available to ATI, WB.

2. Cost of Bidding

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

3. Bid Document

Bidder is expected to examine all instructions, forms, terms and requirement in the bid document. The invitation to bid together with all its attachment thereto shall be considered to be read, understood and accepted by the bidder unless deviations are specifically stated in the seriatim by the bidder. Failure to furnish all information required by the bid document or a bid not substantially responsive to the bid document in every respect may result of the bid being summarily rejected.

4. Amendment of Bid Document

At any time prior to the deadline for submission of proposals, ATI, WB reserves the right to add/modify/delete any portion of this document by issuance of an Corrigendum, which would be published on the website only. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

5. Modification and Withdrawal of Bids

As per the bidding process available in the tender.

6. Language of Bid & Correspondence

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

7. Bidder's Solution

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

8. Earnest Money Deposit (EMD)

The firm shall furnish an EMD of Rs. 35,000.00 (Rupees Thirty Five Thousand only) in the on-line mode.

9. Forfeiture of EMD

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

- (i) If Bidder withdraws the proposal before the expiry of validity period. During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process, the decision of ATI, WB regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.
- (ii) If Bidder violates any of the provisions of the terms and conditions of the proposal.
- (iii) In the case of a successful Bidder, if Bidder fails to:
 - a) Accept the work order along with the terms and conditions
 - b) Furnish performance security.
 - c) Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
 - d) Submitting false/misleading
 - e) Information/declaration/documents/proof etc.

The decision of ATI, WB regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Bidder will be deferred from participating in any job for a period of one year.

10. Forms And Formats

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

11. Lack of Information to Bidder

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

12. Contract Execution

On receipt of the Letter of Award/Order the contractor should submit a performance Bank Guarantee (PBG) equivalent to 10% of the total contract value within two weeks from the date of receipt of Letter of Award/Order. The PBG should be valid for six months more than the warranty period of 3(Three) years. All delivery of the material will have to be completed as per the time schedule from the date of acceptance of contract and the contractor has to ensure all activities leading to the commissioning of the contract to be completed within the stipulated time from the date of award.

Subsequent to the award of contract, the contractor will have to arrange for the inspection of the requisite material as per BOM at the premises of ATI, WB. In the event the material is not acceptable for what so ever reason the material will have to be replaced by the contractor.

On successful inspection the contractor would raise delivery challans on ATI, WB. The contractor will raise necessary invoice for payment as per payment terms. On successful completion of delivery the warranty periods countdown of 3(Three) years will start. The warranty service support will have to be provided for the period of 3(Three) years from the date of successful completion of delivery to the end customer.

13. Time Schedule for Delivery

The material shall be delivered within three weeks from the date of receipt of order to the supplier.

14. Liquidated Damage / Penalty

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

15. Liability

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

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

16. Patents & Copyright

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

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

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

17. Suspension of Supply

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

18. Terms of Payment

Payment terms will be on back-to-back basis and upon completion of work order, i.e., payment will be made after 15 days upon receipt of fund/allotment from the Department of Personnel and Administrative Affairs, Government of West Bengal.

19. Governing Laws

This contract should be governed by and interpreted by Arbitration clause in accordance with Laws in force in India. The courts at Kolkata shall have exclusive jurisdiction in all matters arising under the contract. The selected vendor shall keep himself fully informed of all current national, state and municipal law and ordinances. The selected vendor shall at their own expense, obtain all necessary permits and license and pay all fees and taxes required by law. These will be selected vendor's entire obligation regarding any claim of infringement. The selected vendor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required. The selected vendor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

20. Corrupt or Fraudulent Practices

The Local Purchase Committee of ATI, WB requires that the bidders under this NleT observe the highest standards of ethics during the execution of such contracts. For this purpose the definition of corrupt and fraudulent practices will follow the provisions of the relevant laws in force. The Local Purchase Committee of ATI, WB will reject a proposal for award if it detects that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question. The Tender Committee will declare a firm in eligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

21. Binding Clause

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

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

22. Sub-Contract

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

23. Termination for Default

ATI, WB may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the contractor, terminate the order in whole or in part. If the contractor materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by ATI, WB in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from ATI, WB. If the project (delivery, installation as well as warranty maintenance support) is not carried out according to specification due to deficiency in service as per terms of the contract. In such case ATI, WB will invoke the amount held back from the contractor as PBG.

24. Bankruptcy

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

25. Force Majeure

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

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

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

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

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

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

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

26. Warranty

The Contractor will warranty that products supplied under the contract are newly made and are free from defects in the design, engineering and workmanship. The Contractor would be responsible for the up keep and maintenance of the deliverables under the scope of work during the entire warranty period, i.e., 3 years from the date of final acceptance of the deliverables by the customer. The Contractor shall not, without the express prior written consent of ATI, WB, assign to any third party of the contract or part thereof. Service support for the entire warranty period will be onsite and comprehensive (including spares) and free of cost for the entire warranty period.

27. Warranty Support

The equipment supplied will be warranted against bad workmanship and manufacturing defects, as mentioned in Bill of Material, from the date of acceptance of the system whole or part. Service support for the entire warranty period will be on site and comprehensive (including spares and all software support) and free of cost for the entire warranty period.

On successful delivery bidder to get supplied Desktops with actual serial no. duly certified by respective OEM for three years warranty coverage. Any change in equipment serial no. should be reflected in due course. Bills will be submitted after completion of this activity.

The bidder should have a call centre working from at least 10 AM to 6 PM in Kolkata. The contact details of the call centre must be furnished along with the bid. Any call logged with the service centre must be given a running docket number to the person reporting the call.

28. Performance Bank Guarantee (PBG)

As a guarantee for timely delivery of service as well as quality performance of the job, as mentioned in Scope of Work, from the date of final acceptance of job and pertaining to proper execution of job. The bidder will have to submit 10% of the contract value as security in the form of Performance Bank Guarantee from any nationalized/scheduled bank valid for 180 days beyond the warranty period/period of agreement. PBG to be submitted within 15 days from the date of issuance of order. On receipt of PBG, the EMD will be released to the successful bidder without any interest.

29. Contractor's Responsibilities

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

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

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

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

30. No waiver of Rights

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

31. Grafts, Commissions, Gifts, etc.

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

32. Enforcement of Terms

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

33. Period of Validity of Offer

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

34. Taxes & Duties

- The prices shall be inclusive of all taxes, duties, charges& levies including VAT/Service Tax..
- The Purchaser shall be authorized to deduct any tax as applicable from the bidder from the bidder's payment.
- For the purpose of the Contract, it is agreed that Contract Price specified in Financial Bid, is based on the taxes & duties and charges prevailing at the date one day prior to the last date of Bid submission date. If any rate of tax changes and new tax rate is introduced then it will be accessed on the Bidder in connection with the performance of the Contract, an equitable adjustment of the Contract Price or deduction there from as the case may be.

- Deduction of all statutory and necessary Tax from each bill will be made as per Act/Government Order prevailing at the time of payment. Necessary tax deduction certificate will be issued on demand by the Company.
- Bidder submitting a tender shall produce up to date return of VAT, Income Tax and Professional Tax.

35. Discrepancies in Bid

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

36. Bid Due Date

The tender shall be submitted not later than the due date and time specified in the Important Dates Sheet.

ATI, WB may as its discretion on giving reasonable notice in its website only, extend the bid due date, in which case all rights and obligations of the ATI, WB and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

37. Late Bid

Any proposal received by ATI, WB after the deadline for submission of proposals shall not be accepted.

38. Opening of Bid by ATI, WB

Bids shall be opened and downloaded electronically through operation of the process in the <https://wbtenders.gov.in> portal in presence of Local Purchase Committee members. Bidders interested to remain present during electronic bid opening may attend the bid opening session at ATI, WB premises at scheduled date & time.

39. ATI, WB's Right to Reject any or all Bids

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

40. Bid Currencies

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

41. Price

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

42. Non-Transferability of Tender

This tender document is not transferable.

43. Formats and Signing of Bid

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

44. Withdrawal of Bid

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

45. Interpretation of documents

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

46. Splitting of the Supply

ATI, WB reserves the right to split up the supply among the successful bidders and to curtail any item of supply in the schedule partly or fully.

47. Preparation of Tender

Tender shall be submitted in accordance with the following instructions:

- i. Tenders shall be submitted in the prescribed forms. Digital signatures shall be used. Where there is conflict between the words and the figures, the words shall govern.
- ii. All notations must be in ink or type written. No erasing or overwriting will be permitted. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto and must be initialed in ink by the person or persons signing the tender.
- iii. Tenders shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No written, oral or telephonic proposals for modifications will be acceptable.
- iv. Tenders shall be uploaded as notified on or before the date and time set for the opening of tenders in the Notice Inviting Tenders.
- v. Tenders subject to any conditions or stipulations imposed by the bidder are liable to be rejected.
- vi. Each and every page of the tender document must be signed with company seal by the bidder.
- vii. Any bidder may withdraw his tender by written request at any time prior to the scheduled closing time for receipt of tenders and not thereafter.

48. Clarification of Bid

During evaluation of the bids, the Local Purchase Committee, at its discretion may ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing (fax/email). No change in the quoted bid price is permitted.

49. Compliance with Law

The contractor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the

procurement of licenses, permits certificates and payment of taxes where required. The contractor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

50. Erasures or Alternations

The offers with overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscripts is not only signed by the authorized signatory of the bidder. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as “**OK**”, “**ACCEPTED**”, “**NOTED**”, “**AS GIVEN IN BROCHURE/MANUAL**” is not acceptable. The Customer may treat offers not adhering to the guidelines as unacceptable. The Customer may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This shall be binding on all bidders and the Local Purchase Committee reserves the right for such waivers.

51. Deemed Acceptance

Deliverables will be deemed to be fully and finally accepted by AT, WB in the event the end-user has not submitted such Deliverable Review Statement to Bidder/Implementation Partner before the expiration of the 30-days review period, (“Deemed Acceptance”).

52. General Terms

- a) All the pages of the bid document including documents submitted therein must be duly signed and stamped failing which the offer shall be liable to be rejected.
- b) All the documents to be submitted by the bidder along with their offer should be duly authenticated by the person signing the offer and if at any point of time during procurement process or subsequently it is detected that documents submitted are forged/tampered/manipulated in any way, the total responsibility lies with the bidder and ATI, WB 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.
- c) No Technical/Commercial clarification will be entertained after opening of the tender.
- d) Overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscripts is not only signed by the authorized signatory of the bidder. All overwriting should be separately written and signed by the authorized signatory of the bidder.
- e) Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. ATI, WB reserve the right to increase or decrease the quantity specified in the tender.
- f) ATI, WB reserves 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.
- g) ATI, WB reserves the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- h) No dispute by the bidders in regard to Technical/Commercial points will be entertained by ATI, WB and decision taken by the Local Purchase Committee will be final.

- i) Discrepancy in the amount quoted by the bidder due to calculation mistake, the unit rate shall be regarded as firm and the totaling or carry in the amount quoted by the bidder shall be corrected accordingly.
- j) The price offered shall remain firm within the currency of contract and no escalation of price will be allowed.
- k) The acceptance of the tender will rest with the accepting authority who is not bound to accept the lowest or any tender and reserves the right to reject in part or in full any or all tender(s) received and to split up the work among participants without assigning any reason thereof.
- l) The customer/ATI, WB at its discretion may extend the deadline for the submission of Bids.
- m) The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

SECTION – D

TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT

1. EVALUATION PROCEDURE

- The Eligibility Criteria (Section - A) will be evaluated by Local Purchase Committee and those qualify will be considered for further evaluation.
- The Local Purchase Committee shall verify the Technical Specification (Technical Specification & Compliance Statement (Section – H). Deviation in specification shall not be allowed. Bidder qualified in Technical Specification shall be considered for further evaluation.
- After qualifying in Technical Specification, qualified bidders will only be considered for Financial Bid evaluation.

2. FINAL EVALUATION

Financial Proposal of the bidders qualifying in the evaluation of Technical specification will be evaluated.

The bidder who has qualified in the Technical Specification evaluation and returns with lowest quote (L1) in financial bid would normally be awarded the contract subject to Post Qualification.

3. AWARDING OF CONTRACT

An affirmative Post Qualification determination will be prerequisite for award of the contract to the lowest quoted bidder. A negative determination will result in rejection of bidder's bid, in which event the ATI, WB will proceed to the next lowest evaluated bidder to make a similar determination of that bidder's capability to perform satisfactorily. The successful bidder (s) will have to give security deposit in the form of Performance Bank Guarantee.

4. POST QUALIFICATION

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

SECTION – E

BID FORM

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

**To,
The Director General
Administrative Training Institute
FC Block, Sector-III, Salt Lake City,
Kolkata – 700106**

Sub: Supply of Desktop Computers

Dear Sirs,

1. We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. **WBATI/DG/ET07/2017-18/DESKTOP Dated: 19.07.2017** do hereby propose to execute the job as per specification as set forth in your Bid documents.
2. The price quoted are firm during the entire period of execution irrespective of date of completion and not subject to any price adjustment as per in line with the Bid documents. The price and others terms & conditions will remain valid for a period of 180 (One hundred eighty) days from the date of price bid opening and it shall remain binding upon us for acceptance at any time before the expiry of the period. We further declare those prices quoted in our proposal are in accordance with Bid document.
3. We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
4. We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.
5. If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.
6. We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to ten percent (10%) of the Order value as stipulated in Financial Bid.
7. We agree that ATI, WB reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, this day of 2017

.....
Signature

.....
Name in full

.....
Designation

Signature Verified by Head of Institution

.....
Name & Designation

.....
Full Signature & Stamp

SECTION – F

GUIDANCE FOR E-TENDERING

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

- **Registration of Bidder:**

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

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

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

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

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

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

- **Submission of Tenders:**

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

The proposal should contain scanned copies of the following in below-mentioned covers (folders).

Techno Commercial Cover (folder)

Technical Document1

1. Copy of Money Receipt of Tender Document Fee
2. Bid Form as per format (Section – E)

Technical Document2

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

Technical Compliance

1. Technical Specification With Compliance Statement (Section – H)
2. Manufacturer Authorization Form (Section – I)

Financial Cover (folder)

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

NON-STATUTORY COVER (FOLDER) CONTAINING THE FOLLOWING DOCUMENT:

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

Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES	A1. CERTIFICATES	Document as per Clause no. 2 & 3 of Section – A
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	<ul style="list-style-type: none"> Document as per Clause – 1 of Section – A Declaration as per Clause no. 6 of Section – A
		B2. COMPANY DETAILS 2	<ul style="list-style-type: none"> Company Profile (Not more than 3 pages) ISO Certificate as per Clause no. 8 of Section-A
C	CREDENTIAL	CREDENTIAL 1	<ul style="list-style-type: none"> Order copies as per Clause no. 4 of Section – A
		CREDENTIAL 2	<ul style="list-style-type: none"> Product brochure Other documents, if any
D	DECLARATION	DECLARATION 1	List of Clients as per format (Section – K)
		DECLARATION 2	Financial Capability of Bidder as per format (Section – L)
		DECLARATION 3	Bidder’s Details as per format (Section – M)
		DECLARATION 4	Service Support Center as per format (Section – J)
		DECLARATION 5	Declaration as per Clause no. 12 of Section – A
F	FINANCIAL INFO	2014-2015	TRADING,P/L & BALANCE SHEET 2014-2015
		2015-2016	TRADING,P/L & BALANCE SHEET 2015-2016
		2016-2017	TRADING, P/L & BALANCE SHEET 2016-2017

Note:

The hard copy of the total set of documents uploaded in e-Tender site except BOQ to be submitted in sealed envelope to ATI,WB before opening of Technical Bid. The envelop superscripted with words “Hard copy of document uploaded against Tender no. WBATI/DG/ET07/2017-18/DESKTOP Dated: 19.07.2017 except BOQ”.

SECTION - G

BILL OF MATERIAL

Sl. No	Item, Description	Quantity
1.	Desktop Computers	33

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

SECTION - H

MINIMUM TECHNICAL SPECIFICATION & COMPLIANCE SHEET

(WBATI/DG/ET07/2017-18/DESKTOP Dated: 19.07.2017)

Minimum Specification of Desktop	
Quantity	33 nos
Make	
Model	
Part No	

Sl. No.	Item Description	Offered Spec	Compiled (yes/no)
1.	Intel 7100 6Gen Core i3-4C 3.9 GHz base or higher		
2.	4GB (1x4GB) DDR4 2400 memory, 4 DIMM slots, expandable up to 64GB.		
3.	500GB 7200 RPM		
4.	Small Form Factor chassis with minimum 180W power supply		
5.	DVDWR		
6.	OS: Windows 10 Pro 64 bit		
7.	Intel Q series Chipset or higher		
8.	EPEAT India Certified, Energy Star, OEM logo should be embossed on Motherboard (No sticker), ROHS		
9.	19.5" w LED or higher TFT TCO'07		
10.	USB Slim Keyboard and Mouse		
11.	USB Type-C charging port, VGA port, Minimum 4xUSB 3.1 ports, Minimum 2x USB 2.0 port		
12.	3 years Onsite warranty		

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp:



SECTION – I

MANUFACTURER’S AUTHORIZATION FORM

Date:

**To,
The Director General
Administrative Training Institute
FC Block, Sector – III, Salt Lake City,
Kolkata – 700106**

Ref: WBATI/DG/ET07/2017-18/DESKTOP Dated: 19.07.2017

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

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

We assure you that in the event of _____, not being able to fulfill its obligation as our service.

Provider in respect of our standard Warranty Terms we would continue to meet our Warranty Terms through alternate arrangements.

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

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

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

Name _____ In the capacity of _____

Signed _____

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

Dated on _____ day of _____

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

SECTION - J

SERVICE SUPPORT CENTER WITH MANPOWER

TENDER NO.: WBATI/DG/ET07/2017-18/DESKTOP Dated: 19.07.2017

BIDDER

Sl. No.	Service Support Centre Address	Name of Support Personnel	Contact Number

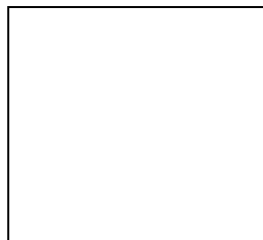
O E M

Sl. No.	Service Support Centre Address	Name of Support Personnel	Contact Number

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp:



SECTION - K

LIST OF CLIENTS OF SIMILAR ORDERS

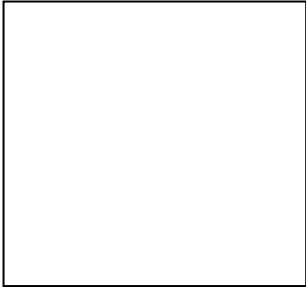
(Tender No. : WBATI/DG/ET07/2017-18/DESKTOP Dated: 19.07.2017)

Sl. No.	Name of the Client	Address	Contact Person	Designation	Contact Numbers

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp:



SECTION - L

FORMAT FOR FINANCIAL CAPABILITY OF BIDDER

(Tender No. : WBATI/DG/ET07/2017-18/DESKTOP Dated: 19.07.2017)

FINANCIAL INFORMATION

Sl. No.	Name of the Bidder	TURNOVER (RS./CRORES)		
		2014-15	2015-16	2016-17
1.				

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company:



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

SECTION – M

FORMAT FOR BIDDER'S DETAILS

(Tender No. : WBATI/DG/ET07/2017-18/DESKTOP Dated: 19.07.2017)

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

	<ul style="list-style-type: none"> • System Integrator • Consultant • Service Provider (Pl. specify details) • Software Development • Total Solution provider (Design, Supply, Integration, O&M) • IT Company 	
13	Number of Offices in district head quarters in West Bengal	
14	Is your organization having ISO 9001:2008 certificates?	
15	List the major clients with whom your organization has been / is currently associated.	
16	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
17	Have you ever been denied tendering facilities by any Government / Department / Public sector Undertaking?	

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp:



SECTION - N

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

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

Ref

Bank Guarantee no.....

Date.....

PROFORMA OF BG FOR SECURITY DEPOSIT

KNOW ALL MEN BY THESE PRESENTS that in consideration of **ADMINISTRATIVE TRAINING INSTITUTE, WEST BENGAL** Block – FC, Sector – III, Salt Lake City, Kolkata-700106 (hereinafter called **“THE PURCHASER”**) having agreed to accept from _____ (hereinafter called **“THE CONTRACTOR”**) Having its Head Office at _____, a Bank guarantee for Rs. _____ in lieu of Cash Security Deposit for the due fulfillment by the Contractor of the terms & conditions of the Work Order No. _____ dated _____ issued by the Purchaser for _____ (hereinafter called **“the said work order dated _____”**). We _____ (Name & detailed address of the branch) (here in after called **“THE GUARANTOR”**) do hereby undertake to indemnify and keep indemnified the Purchaser to the extent of Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the Contractor of any of the terms and conditions contained in the said Work Order No. _____ dated _____ of which breach the opinion of the Purchaser shall be final and conclusive.

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

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

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

(5) The liability under the Guarantee is restricted to Rs. _____ (Rupees _____) only and will expire on _____ and unless a claim in writing is presented to us or an action or suit to enforce the claim is filed against us within 6 months from _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter)

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

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

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

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

SIGNED, SEALED AND DELIVERED

WITNESS

1) _____
(Stamp of the executants)

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

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

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

SECTION - O

DECLARATION OF ELIGIBILITY CRITERIA

(Tender No. : WBATI/DG/ET07/2017-18/DESKTOP Dated: 19.07.2017)

(In Bidder's Letter Head)

Sl. No.	Eligibility Criteria	Document Submitted	Reference Document Submitted
1.	The bidder must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or OPC or Proprietary Firm. Documentary (Certificate of incorporation/Relevant document) evidence to be submitted.	Yes/No	
2.	The bidder should have their presence in Kolkata with own office. Valid proof should be submitted along with the bid.	Yes/No	
3.	The bidder should have valid IT & GSTIN Registration Certificate, Service Tax Registration Certificate & Trade License. Bidder shall have to submit photocopy of the documents.	Yes/No	
4.	The bidder shall have independently executed the supply of (a) one similar nature of supply at least Rs. 12 lakhs preferably in a Government Department/PSU/Autonomous Body/ Any reputed organisation during last three financial years (2014-15, 2015-16 & 2016-17). or (b) two similar nature of supply at least Rs. 7.5 lakhs each preferably in a Government Department/PSU/Autonomous Body/ Any reputed organisation during last three financial years (2014-15 , 2015-16 & 2016-17). or (c) three similar nature of supply at least Rs. 6 lakhs each in total preferably in a Government Department/PSU/Autonomous Body/ Any reputed organisation during last three financial years (2014-15 , 2015-16 & 2016-17).	Yes/No	
5.	The bidder shall have average turnover of not less than Rs.0.50 crore in each year for last three financial years ((2014-15 , 2015-16 & 2016-17). Audited Accounts and necessary Audited Statement to be submitted.	Yes/No	
6.	The bidder should have a Call Centre operational on all days of the year except Sundays & National holidays. Call Center details with number & detailed escalation matrix to be submitted.	Yes/No	
7.	Tender specific Manufacturer's Authorizations for Desktop Computers, (Section - I), without which the offer will be treated as non-responsive and summarily rejected.	Yes/No	
8.	Bidder should submit Tender Document Fee of Rs. 500.00 (Rupees Five Hundred only) in cash at the Cash section of ATI. Receipt should be enclosed.	Yes/No	
9.	The bidder shall have Quality Certificate (ISO 9001:2008). Copy of Certificate to be submitted.	Yes/No	

10.	The Bidder/OEM must have Support Service Center with manpower in Kolkata and so that any call reported is attended within the response time. The detailed Support Service with manpower for bidder & OEM should be submitted as per format (Section – J).	Yes/No	
11.	The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral / multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal (as per DIT guidance note issued on 26- Dec-2011). Declaration on bidder's letter head to be submitted.	Yes/No	
12.	The bidder shall submit Bid Form (Section – F) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.	Yes/No	

Stamp & Signature of Bidder