CORRIGENDUM – I

TENDER NO. WTL/HC/MS/22-23/021 dated 20.10.2022

Sl. No.	Section No.	Page / Clause No.	Clause Description	Clarification / Revised clause
1	SECTION – D INSTRUCTION TO BIDDER	Page No.: 9, Sl. No. 14	CONTRACT EXECUTION On receipt of the Letter of Award the contractor should submit a Performance Bank Guarantee (PBG) equivalent to 10% of the total contract value within three weeks from the date of receipt of Letter of Award/Order. The PBG should be valid for six months more than the warranty period. All delivery of the material / licenses will have to be completed within 28 days from the date of acceptance of contract and the contractor has to ensure all activities leading to the installation of the contract to be completed within 50 days from the date of award. Subsequent to the award of contract, the contractor will have to arrange for the requisite material as per BOM.	CONTRACT EXECUTION All delivery of the material / licenses will have to be completed within 28 days from the date of acceptance of contract and the contractor has to ensure all activities of the contract to be completed within 50 days from the date of award. Subsequent to the award of contract, the contractor will have to arrange for the requisite material / license as per BOM.
2	SECTION – D INSTRUCTION TO BIDDER	Page No.: 10, Sl. No. 16	LIQUIDATED DAMAGE / PENALTY The job includes the supply of licenses mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the contractor for sum not less than 0.5% of the contract value for that item/job for each week or part thereof, subject to a ceiling of 10% of the total contract value (excluding all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, WTL reserves the right to terminate the contract and WTL will get the job completed by any other competent party. The	LIQUIDATED DAMAGE / PENALTY The job includes the supply of licenses mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the contractor for sum not less than 0.5% of the contract value for that item/job for each week or part thereof, subject to a ceiling of 10% of the total contract value (excluding all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, WTL reserves the right to terminate the contract and WTL will get the job completed by any other competent party.

			difference of cost incurred by WTL will be recovered from the contractor and PBG will be invoked.	
3	SECTION – D INSTRUCTION TO BIDDER	Page No.: 11, Sl. No. 28	TERMINATION FOR DEFAULT WTL may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the contractor, terminate the order in whole or in part. If the contractor materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by WTL in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from WTL. If the project (delivery, commissioning as well as warranty maintenance support is not carried out according to specification due to deficiency in service as per terms of the contract. In such case WTL will invoke the amount held back from the contractor as PBG.	TERMINATION DEFAULT WTL may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the contractor, terminate the order in whole or in part. If the contractor materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by WTL in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from WTL. If the project delivery as well as warranty maintenance support (if required) is not carried out according to specification due to deficiency in service as per terms of the contract. In such case WTL will invoke the amount held back from the contractor as EMD
4	SECTION – D INSTRUCTION TO BIDDER	Page No.: 12, Sl. No. 32	PERFORMANCE BANK GUARANTEE (PBG) As a guarantee for timely delivery, installation and commissioning of equipment as well as performance of onsite warranty support, as mentioned in Bill of Material, from the date of final acceptance of systems and pertaining to proper running of the systems, the bidder will have to submit 10% of the contract value as security in the form of Performance Bank Guarantee from any nationalized bank as per format enclosed (Section – P).	Clause deleted
5	CONTENTS OF THE TENDER DOCUMENT	Page No.:	SECTION-P, PROFORMA FOR PERFORMANCE BANK GUARANTEE	Proforma deleted

6	SECTION – E BID FORM	Page No. 17, Sl. No. 7	We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to ten percent (10%) of the Order value as stipulated in Financial Bid (BOQ).	Deleted. Revised Bid Form enclosed
7	SECTION - F TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT	Page No. 19, Sl. No. 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 WTL 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.	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 WTL will proceed to the next lowest evaluated bidder to make a similar determination of that bidder's capability to perform satisfactorily.

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 in original)

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

<u>Sub: Procurement of 250 numbers of perpetual licenses of Microsoft Office LTSC</u>
<u>standard 2021 editions for Hon'ble High Court, Calcutta.</u>

Dear Sir,

- We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. WTL/HC/MS/22-23/021 dated 20.10.2022, do hereby propose to execute the job as per specification as set forth in your Bid documents.
- 2. The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 180 (one hundred eighty) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.
- We confirm that our bid prices include all other taxes and duties and levies applicable
 on bought out components, materials, equipments and other items and confirm that
 any such taxes, duties and levies additionally payable shall be to our account.
- 4. Earnest Money Deposit: We have transferred the Tender Fee & EMD amount online through e-Tender portal.
- 5. We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.
- 6. If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.
- 7. We agree that WTL reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, thisday of2022

Thanking you, we remain,	
Yours faithfully	
Signature	
Name in full	
Designation	
	Signature & Authorized Verified by
	Signature
	Name in full
	Designation
	Company Stamp