

# WEBEL TECHNOLOGY LIMITED

## NOTICE INVITING e-TENDER

e-Tender are invited for selection of Implementing Agency for implementation of Smart Class in 45 Schools under the catchment area of Koderma Thermal Power Plant (KTPS).

Bids are invited from reputed bidders having sufficient experience and credentials for successful completion of “**Similar Nature**” of work in a Central/State Government/PSU/Autonomous Body.

|     |   |   |
|-----|---|---|
| 1.  | Tender No. & Date   | WTL/DVC/SMARTCLASSK/25-26/042 DATED 26/11/2025  |
| 2.  | Tender Version No.  | 1.0   |
| 3.  | Brief description of material                               | Implementation of Smart Class Solutions in 45 Schools within the Catchment Area of Damodar Valley Corporation Koderma Thermal Power Plant, Koderma District, Jharkhand  |
| 4.  | Tender Fee  | Rs.6,000.00 (Rupees Six Thousand only). The amount to be transferred online through e-tender portal.  |
| 5.  | Earnest Money Deposit                                       | Rs. 2,40,000.00 (Rupees Two Lakh Forty Thousand only). The amount to be transferred online through e-tender portal.   |
| 6.  | Date of Downloading/Sale of Tender document                 | 26.11.2025  |
| 7.  | Pre-Bid Meeting date & time                                 | 3/12/2025 12PM. (On-Line Meeting) <ul style="list-style-type: none"><li>• Pre-Bid meeting will be organized both online platform and in person .</li><li>• Only queries as per format (Section - M) reaching WTL by 2/12/2025 3PM. will be taken for decision.</li><li>• Interest bidders are requested to send mail to purchase@wtl.co.in for participation of online pre-bid meeting. Based on request WTL will share meeting id / links for meeting. If there is any change in date and time, then will inform.</li><li>• Queries will be sent to Purchase Department (purchase@wtl.co.in)</li></ul> |
| 8.  | Bid Submission Start date & time                            | 13/12/2025 4PM  |
| 9.  | Last date & time of EMD & Tender Fee submission intimation. | Before Uploading of Tender  |
| 10. | Last date & time of Bid Submission                          | As per e-Tender Portal  |
| 11. | Date & time of Technical Bid Opening                        | As per e-Tender Portal  |
| 12. | WTL Address   | WEBEL TECHNOLOGY LIMITED<br>(A Govt. of West Bengal Undertaking)<br>Plot - 5, Block – BP, Sector – V, Salt Lake City,<br>Kolkata – 700091.  |
| 13. | Contact person  | 033-23673403-06   |

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1. Intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary Tender fee may be remitted online through e-tender portal in favour of “Webel Technology Limited” and also to be documented through e-filing. Necessary Earnest Money Deposit (EMD) may be remitted online through e-tender portal in favour of “Webel Technology Limited” and also to 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 – C of this Tender Document.
4. The Financial Bid of the prospective Bidder will be considered only if the Techno Commercial Bid of the bidder is found qualified by the Tender Committee. The decision of the ‘Tender Committee’ will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.
5. All clarifications / corrigenda will be published only on the <https://wbtenders.gov.in>.

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## **CONTENTS OF THE TENDER DOCUMENT**

The Tender document comprises of the following:

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## **SECTION – A**

### **PROJECT BACKGROUND**

#### **1. BACKGROUND & OBJECTIVE OF THE PROJECT**

Established in 1948 as India's pioneering multipurpose river valley project, DVC operates across the Damodar River basin in West Bengal and Jharkhand, managing power generation, irrigation, and flood control. The Koderma Thermal Power Station (KTPS), located in Koderma District, Jharkhand, boasts a 1,000 MW capacity (with expansion potential) and serves as a vital economic hub.

The KTPS catchment area encompasses rural villages reliant on agriculture and mining, where schools face challenges such as inadequate infrastructure and low student retention. This project leverages DVC's CSR platform to introduce cutting-edge ICT solutions, transforming these schools into vibrant learning environments.

This project bridges Jharkhand's digital divide by deploying smart classrooms, equipping students with interactive, technology-enhanced learning experiences. Pre-loaded content aligned with the Jharkhand SCERT syllabus supports personalized, inclusive learning for diverse students, including tribal communities. The initiative prepares students to become "new age ready" by fostering digital literacy, critical thinking, and collaboration, aligning with NEP 2020's vision and Jharkhand's digital education goals. It enhances equity, reduces the urban-rural gap, and empowers students for careers in India's digital transformation.

The project aims to achieve the following objectives:

1. **Enhance Learning Outcomes and Engagement:** Improve comprehension, retention, and academic performance, targeting an increase in test scores and attendance through interactive multimedia.
2. **Bridge the Digital Divide:** Provide equitable technology access in rural schools, addressing Jharkhand's low computer penetration with offline-capable smart classrooms.
3. **Empower Teachers:** Train teachers to integrate ICT, achieving 90% adoption for lesson delivery and assessment.
4. **Ensure Curriculum Relevance:** Deliver state-aligned, inclusive content supporting diverse learners, including girls and tribal students.
5. **Foster New Age Readiness:** Equip students with digital skills for careers in AI, coding, and e-governance.
6. **Promote Sustainability:** Develop a replicable model for scalability across DVC areas.
7. **Measure Community Impact:** Benefit 2,000 students and families, reducing dropout rates and improving socio-economic indicators.

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## SECTION – B

### SCOPE OF WORK

The scope of the implementation partner are including but not limited to the following:

#### 1. Site Assessment and School Selection

- Survey the target schools to evaluate infrastructure (power, space, security).
- Prioritize schools with no of students, high tribal populations,
- Recommend minor upgrades (e.g., wiring, )

#### 2. Solution Deployment and Training

| SI No | Item / Description                              |
|-------|---|
| 1     | Integrated Digital Teaching Device              |
| 2     | 6'x4' Matt finish White Board                   |
| 3     | 1 KVA LI UPS                                    |
| 4     | English and Hindi Multimedia Content for V to X |
| 5     | Training of Teachers and Handholding Support    |

#### **Integrated Digital Teaching Device**

- A holistic solution should create an interactive teaching and learning environment within the school. It should be designed as a proven system for group learning needs across diverse contexts, remaining easy to set up and intuitive to use. Teachers should be able to trust its versatility, multi-functionality, and simplicity of operation.
- The solution should transform any flat surface into an interactive board, supporting various modes of blended teaching and learning. It should come equipped with rich, curriculum-aligned multimedia content along with an effective platform to create, organize and deliver lessons for all pedagogical needs.
- A bright projector should ensure clear visuals even in well-lit or outdoor conditions, while a powerful inbuilt speaker should deliver crystal-clear audio suitable for large classrooms or mid-size auditoriums. In essence, it should function as a robust, user-friendly tool that helps teachers design, create, and contextualize lessons; conduct engaging, interactive assessments; and seamlessly integrate online and offline learning to achieve the desired learning outcomes.
- The device should also include a high-resolution camera and virtual classroom software to further enhance remote and hybrid learning capabilities.

#### **Software & Content**

- Multimedia content covering 100% Jharkhand State Board syllabus.
- In order to facilitate intrinsic learning of Students, a mix of 2D/3D digital units are to be created.
- A variety of animated audio-video based modules to be developed on concepts across

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multiple subjects to enhance interest levels of the students. Curriculum mapped multimedia lessons (multimedia lessons, animation, audio, video and graphics), mind maps (to generate, visualize, structure and classify ideas as an aid to study and organize information, solve problems and understand difficult concepts in a simple manner), practice sheets (digital worksheets, games & practice sheets), science experiment videos and interactive exploriments (for Science and Mathematics simulation-based interactive learning units for enhancing conceptual understanding in an experiential manner) should be there.

- The multimedia content should be available in a format segregated for every classroom and respective subject area within the class selected. This should allow easy navigation through the content across various topics for the teacher while teaching.
- Make Your Own Lesson for teachers to customize their lessons to suit the needs of the class.
- Student Assessment facility for teachers.

### **Training and Capacity Building**

- Conduct 2-day workshops and 2-day refreshers for teachers and administrators.
- Cover digital safety, lesson planning, and data-driven teaching.
- Provide multilingual manuals, video tutorials, helpline, and online monitoring portal.

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## SECTION – C

### DATE AND TIME SCHEDULE

| <b>Sl. No.</b> | <b>Particulars</b>   | <b>Date &amp; Time</b>           |
|----------------|--|----------------------------------|
| 1              | Date of uploading of N.I.T. & other Documents (online)<br>(Publishing Date)                                    | 26/11/2025                       |
| 2              | Documents download/sale start date (Online)  | 26/11/2025                       |
| 3              | Last Date and time of sending the queries (Offline)  | 2/12/2025 3pm                    |
| 4              | Pre-Bid Meeting at WTL Office (online)   | 3/12/2025 12pm                   |
| 5              | Corrigendum, if any will be published (On Line)  | -                                |
| 6              | Bid Submission start date & time (On line)   | 13/12/2025 4pm                   |
| 7              | Last Date & time of submission of Earnest Money<br>Deposit & submission of remittance details                  | Before uploading of e-<br>Tender |
| 8              | Last Date & time of submission of Tender Fee &<br>submission of remittance details                             | Before uploading of e-<br>Tender |
| 9              | Bid Submission closing date & time (On line)   | As per e-Tender portal           |
| 10             | Bid opening date & time for Technical Proposals<br>(Online)  | As per e-Tender portal           |
| 11             | Date of uploading the final list of Technically Qualified<br>Bidder (online) after disposal of appeals, if any |                                  |
| 12             | Date for opening of Financial Bid (Online)   |                                  |

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## SECTION – D

### ELIGIBILITY CRITERIA

1. The Bidder should be a company registered in India under Companies Act 1956. Consortium bidding in any form is not allowed.
2. The bidder should have been operating for the last 5 years in India. Copy of Certificate of Incorporation and/ or Certificate of Commencement of Business issued by the Registrar of Companies/ Partnership Registration/ sole proprietorship registration under the Shops & Establishments Act to be submitted/other relevant document has to be submitted as supporting document.
3. The bidder should have company registration certificate under company act, Registration and Compliance to all statutory requirement under Labour Laws, valid sales tax registration certificate, valid income tax registration certificate and valid GST registration certificate & PAN as applicable for operation and delivery of project objectives and deliverables in the state of Jharkhand. Bidder shall have to submit a photocopy of the documents.
4. The bidder should be reputed firm in Educational intervention in Schools in India with a specialization in IT based education delivery. The bidder must have 5 yrs. experience in implementation & delivering of Computer Education Infrastructure/ Computer Aided Education and should have imparted training to not less than 5000 students covering in entire 5 years. Relevant document to be submitted.
5. Bidders/OEM should have their own local call center number (Undertaking letter should be submitted from the bidders) OEM Call Centre number will not be treated as bidder's call center number. Call Center details for bidder with number & details to be submitted. Bidders shall have to submit the Complain/Call escalation matrix in their own letterhead with undertaking.
6. The bidder should have a minimum average annual turnover of Rs.4 Crores in last three financial years, FY 2022-23, FY 2023-24, FY 2024-25. Bidders shall have to submit an Audited Balance Sheet / Audited Accounts / Auditor Certificate in support of their claim.
7. The bidder shall have executed single order of amount Rs. 1 Crore of "Similar Nature" (i.e. Smart Class implementation in Educational Institutes) within last 05 (Five) financial years (considering FY – 2020-21, 2021-22, 2022-23, 2023-24, 2024-25) in Central/State Government/PSU/Autonomous Body. References order copy with the completion certificate or equivalent for the project to be provided.

#### **OR**

The bidder shall have executed two orders of amount Rs. 60 Lakhs each of "Similar Nature" (i.e. Smart Class implementation in Educational Institutes) within last 05 (Five) financial years (considering FY – 2020-21, 2021-22, 2022-23, 2023-24, 2024-25) in Central/State Government/PSU/Autonomous Body. References order copy with the completion certificate or equivalent for the projects to be provided

#### **OR**

The bidder shall have executed three orders of amount Rs. 48 Lakhs each of "Similar Nature" (i.e. Smart Class implementation in Educational Institutes) within last 05 (Five) financial years (considering FY – 2021-22, 2022-23, 2023-24, 2024-25) in Central/State Government/PSU/Autonomous Body. References order copy with the completion certificate or equivalent for the projects to be provided.

**Note: Any Project that has not completed 1 year from the date of Completion of Implementation shall not qualify as credential for the bidder.**

8. The Integrated ICT Tool and the Multimedia e-content should be from the same OEM and documentary proof in support of the same should be submitted by the bidder.
9. The bidder should be profitable in any three out of the four financial years 2021-22, 2022-23, 2023-24, 2024-25. The bidder has to submit copies of audited financial report and chartered accountant

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certified statement of profit and positive net worth.

10. The purchaser further reserves the right to verify the successful operation and performance of qualifying projects and Bidder shall arrange permission for the same.
11. The bidder shall be required to give a declaration in their letter head that they have not ever 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, this fact must be clearly stated.
12. The Bidder should have a valid ISO 9001:2015 certification. Copy of the same has to be uploaded by the bidder after affixing the digital signature.
13. The bidder should have a local office in Jharkhand and shall provide the supporting documents for the same.

(Above details are MANDATORY. Without the above details, the bid shall not be taken into consideration).

A bidder failing to meet these criteria or not submitting requisite supporting proof or is unable to produce a verifiable original of a document uploaded after digitally signing is liable to be rejected during evaluation.

### **OEM Eligibility Criteria:**

#### **a. Integrated ICT Tool**

- i. OEM Should have more than 5 years of manufacturing of Single Box Integrated ICT Tool cum Projector. Relevant documents of OEM should be submitted
- ii. The OEM should have supplied Single Box Integrated ICT Tool cum Projector worth 5 Cr. in a single order for any similar ICT enabled education project in Central/State Government/PSU/Autonomous Body over the last 5 years.
- iii. OEM Should have local / own / Authorized Service Centre in the State of Jharkhand, India. Service Center details to be submitted duly signed by the authorized signatory of the company.

#### **b. Multimedia e-learning Content**

- i. The OEM of Multi-media e-learning content should be of same brand of the Integrated ICT Tool.
- i. The company (OEM) should have implemented Development of Multimedia e-learning content development project worth value Rs. 5 CR in a single order from Central/State Government/ PSU/ Autonomous Body.
- ii. The company (OEM) should have implemented Development of Multimedia e-learning content in English and Hindi in India.

#### **c. UPS**

- i. OEM Should have more than 5 years of manufacturing of UPS in India. Relevant document should be submitted
- ii. The OEM should have supplied UPS worth 10 Cr. in a single order for any similar ICT enabled education project in India over the last 5 years.
- iii. OEM should have authorized service center/replacement centers in India. Service Center details to be submitted duly signed by the authorized signatory of the company.

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(Above details are MANDATORY. Without the above details, the bid shall not be taken into consideration).

A bidder failing to meet these criteria or not submitting requisite supporting proof or is unable to produce a verifiable original of a document uploaded after digitally signing is liable to be rejected during evaluation.

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## SECTION – E

### INSTRUCTIONS TO BIDDER

#### 1. DEFINITIONS

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

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

“**Acceptance 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 Letter of Award.

“**Bidder**” means any firm offering the solution(s), service(s) and /or materials required in the RFP. The word Bidder when used in the pre award period shall be synonymous with Bidder, and when used after award of the Contract shall mean the successful Bidder.

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

“**Installation**” means installation of supplied Hardware & Software.

“**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 noncompetitive levels and to deprive WTL and eventually the end customer of the benefits of free and open competition.

“**GoWB**” means Government of West Bengal.

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

“**Project**” implementation of Smart Class in 45 Schools under the catchment area of Koderma Thermal Power Plant (KTIPS) of DVC.

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

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

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

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

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**“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.

**“Service”** means provision of Contracted service viz., operation, maintenance and associated services for DEPLOYED SYSTEMS as per Section titled “Scope of Work”.

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

**“Uptime”** means the time period when specified services are available with specified technical and service standards as mentioned in section titled WARRANTY SUPPORT” “%Uptime” means ratio of 'up time' (in minutes) as mentioned in section titled “Warranty support”.

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

**“WTL”** means Webel Technology Limited a Govt. of West Bengal undertaking.

## 2. PRE BID MEETING

Pre Bid Meeting will be held on 3/12/2025 12 hrs. (On-Line Meeting). Bidder can send their queries as per format (Section - M) to Purchase Department (purchase@wtl.co.in). Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. Interest bidders are requested to send mail to (purchase@wtl.co.in) for participation of online pre-bid meeting. Based on request WTL will share meeting id / links for meeting. If there is any change in date and time then will inform.

## 3. COST OF BIDDING

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

## 4. BID DOCUMENT

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

## 5. AMENDMENT OF BID DOCUMENT

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

## 6. MODIFICATION AND WITHDRAWAL OF BIDS

The bidder cannot modify or withdraw its bid after submission.

## 7. LANGUAGE OF BID & CORRESPONDENCE

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

## 8. BIDDER'S SOLUTION

The bidders are requested to study the Bill of Material supplied with this document carefully. While working out the solution the bidder has to work with the broad minimum specification provided in the tender documents, conforming to the model, make and Part number (wherever provided). While

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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 have to be take care by the contractor to maintain the guaranteed uptime.

## 9. EARNEST MONEY DEPOSIT (EMD)& TENDER FEE

The bidder shall furnish Online Receipt against payment of Tender Fees and Earnest Money Deposit.

## 10. REFUND OF EMD

EMD will be refunded to the unsuccessful bidders without interest by following guidelines of circular 3975-F(Y) dated 28/07/2016 on final selection of Successful Bidders.

## 11. FORFEITURE OF EMD

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

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

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

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

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

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

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

## 12. 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.

## 13. 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 not relieve the bidder of his responsibility to fulfill his obligation under the bid. If bidder has any queries relating to bid document, then he can send the queries before the Pre Bid Meeting.

## 14. CONTRACT EXECUTION

On receipt of the Letter of Award the contractor should submit a Performance Bank Guarantee (PBG) equivalent to 5% 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 month more than the warranty period. All delivery of the material and service will have to be as per Time Schedule for Delivery & INSTALLATION mentioned below.. Subsequent to the award of contract, the contractor will have to arrange for the requisite material as per BOM.

## 15. TIME SCHEDULE FOR DELIVERY & INSTALLATION

| Sl. No. | Project Milestone | Timeline |
|---------|-------------------|----------|
|---------|-------------------|----------|

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|    |   |            |
|----|---|------------|
| 1. | Signing of Contract Agreement   | T          |
| 2. | Site Survey and Submission of report  | T+10 SWD   |
| 3. | Delivery, Deployment, Installation and commissioning of the Smart Class Infrastructure at the schools | T+45 SWD   |
| 4. | Submission of relevant reports in support of scope of supply and services.                            | T + 50 SWD |

SWD: School Working Day; Number of days when the school premises (specifically the computer lab) is accessible to the Implementation Agency for purpose of project implementation.

### 16. LOCATION FOR DELIVERY & INSTALLATION

The DVC catchment area for its Koderma Thermal Power Station, Koderma District, Jharkhand.

List of Schools Shall be provided to the successful bidders

### 17. LIQUIDATED DAMAGE

Liquidated Damage Clause will be back to back between DVC to WTL and WTL to Contractor.

The proposed LD clause is as follows, which can be changed during the time of final contract award:

- I. 0.5% of the total bill value for every 10 working days delay caused exclusively because of the contractor in meeting the delivery schedule
- II. The maximum deductible is capped at 5% of the total of the total contract value (excluding all taxes & duties and other charges).
- iii. In the event of LD exceeds 5% of the order value, WTL reserves the right to terminate the contract and WTL will get the job completed by any other competent party. The difference of cost incurred by WTL will be recovered from the contractor and PBG will be invoked.

### 18. LIABILITY

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

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

### 19. PATENTS & COPYRIGHT

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

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

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

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materials the amount paid by WTL for the materials. These will be Contractor's entire obligation regarding any claim of infringement.

## 20. SUSPENSION OF WORK

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

## 21. TERMS OF PAYMENT

Payment terms will be on back-to-back basis, i.e., payment will be made only on receipt of payment from customer. A scheduled payment for the supply, installation and warranty only, shall be made on back to back basis, by WTL, as depicted below:

Webel Technology Limited (WTL), shall not make any payment in advance. Vendor shall be paid after products, services and solutions are delivered and accepted as per the following payment schedule:

Webel Technology Limited (WTL), will make the payments after satisfactory Acceptance Test.

| Items   | Payment- Milestone Based  |
|---|---|
| On Delivery and Installation of Smart Class Infrastructure at the schools | 80% against submission of relevant proof of Delivery and Installation duly signed off by the respective School authority. |
| On completion of Training of Teachers                                     | 20% of balance payment to be released after submission of proof of completion of Teachers training.                       |

## 22. 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.

## 23. CORRUPT OR FRAUDULENT PRATICES

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

## 24. BINDING CLAUSE

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

## **WEBEL TECHNOLOGY LIMITED**

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

### **25. WORKMEN'S COMPENSATION**

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

### **26. CONTRACTOR'S EMPLOYEES**

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

### **27. SAFETY MEASURES**

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

### **28. EQUIPMENT**

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

### **29. SUB-CONTRACT**

The purchaser (WTL) does not recognize the existence of Sub-Contractors. The Contractor's responsibility is not transferable. No consortium partner is allowed.

### **30. 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.

### **31. 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

## **WEBEL TECHNOLOGY LIMITED**

benefit of their creditors or any of them, WTL shall be at liberty to terminate the engagement forthwith without any notice in writing to the contractor or to the liquidator or receiver or to any person in whom the contractor may become vested and without any compensation to give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by WTL.

### **32. FORCE MAJEURE**

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

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

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

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

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

- Constitute a default or breach of the contract.
- Give rise to any claim fro damages or additional cost or expense occurred by the delay or nonperformance. If, and to the extent, that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

### **33. INSURANCE COVERAGE**

The Bidder shall be responsible for arranging insurance coverage for the equipment supplied in each computer lab in the school. The Bidder will get it insured from an Insurance Company against calamities; theft, fire etc. and all the insurance charges will be borne by the Bidder. The department will not be required to pay such charges. In case of any incident of theft, the school authority shall lodge FIR with the local Police station immediately in order to facilitate the bidder to place its Insurance claim against the theft. Bidder shall restore the lab in original condition after obtaining No Trace Report (NTR) from the Police station through the respective schools. Computer education shall not be stopped in any case.

### **34. WARRANTY & MAINTENANCE**

- Contractor will have to provide comprehensive warranty on all components including software from the date of go-live of the solution.
- 3 year Comprehensive Warranty of all products & onsite maintenance support
- After completion of comprehensive warranty period WTL may go for fresh AMC with the supplier. Hence bidder should maintain sufficient stock of spares with them even after the expiry of the warranty period.

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- The Contractor is liable for repairing all or any sort of damage detected during the warranty period completed free of cost.
- During the warranty period of 3 years, no active component should be declared “End of Life”. In case it is declared “End of Life” during this period, the vendor has to replace such equipment at their own cost. A letter of Confirmation by OEM shall be mandatory. The rate should be quoted inclusive of warranty.
- One telephonic line (Non-Toll Free) under the Warranty & Technical Support scheme, should be available to resolve any technical issue about the device both during installation as well as service support. There shall be an email system as well, to handle, identify and resolve open tickets.
- In case of system failures: immediate telephonic support as well site visit within 48 hours of call, if the need be.

### **35. PERFORMANCE BANK GUARANTEE (PBG)**

As a guarantee for timely delivery, installation and commissioning of equipment as well as performance of on-site warranty support, as mentioned in Bill of Material, from the date of final acceptance of systems and pertaining to proper running of the systems, the bidder will have to submit 5% of the contract value as security in the form of Performance Bank Guarantee from any nationalized bank as per format enclosed (Section – O).

### **36. SI/BIDDER/CONTRACTOR'S RESPONSIBILITIES**

Refer Section – A & B

### **37. NO WAIVER OF RIGHTS**

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

### **38. 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.

### **39. PERIOD OF VALIDITY OF OFFER**

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

### **40. TAXES & DUTIES**

- The prices shall be inclusive of all taxes & levies including GST and other statutory duties as applicable. Rate of taxes should be indicated separately in the Price Bid.
- Contract Price specified in Price Bid should be based on the taxes & duties and charges prevailing at the date one day prior to the last date of Bid submission.
- Statutory deduction, wherever applicable, shall be made from invoice as per government rules. Necessary certificate will be issued for such deductions.
- Bidder submitting a bid shall produce valid statutory documents / certificates with respect to GST, Income Tax, ROC, Prof. Tax, Trade License, etc. All such documents / certificates shall remain valid on the last date of tender submission.
- In case of inter-state transaction, WTL will provide “Waybill”. However, statutory charges, if any will be borne by the bidder.

# WEBEL TECHNOLOGY LIMITED

- GST component of the invoice of the bidder may be kept on hold in case there is any mismatch / irregularity in GST return filing on the part of the bidder.

## **41. 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.

## **42. BID DUE DATE**

The tender shall be submitted not later than the due date and time specified in the Important Dates Sheet. WTL may at its discretion on giving reasonable notice by fax, or any other written communication to all prospective bidders who have been issued the bid documents, extend the bid due date, in which case all rights and obligations of the WTL and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

## **43. LATE BID**

Any proposal received after the deadline for submission of proposals may not be accepted.

## **44. OPENING OF BID BY WTL**

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

## **45. CONTACTING WTL**

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

## **46. WTL'S RIGHT TO REJECT ANY OR ALL BIDS**

WTL reserves the right to reject any bid 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.

## **47. BID CURRENCIES**

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

## **48. PRICE**

- Price should be quoted in the BOQ format only. No deviation is acceptable.
- Price quoted should be firm, inclusive of packing, forwarding, insurance and freight charges.
- Percentage/specified amount of taxes & duties should be clearly mentioned otherwise WTL reserves the right to reject such vague offer.
- Price to be quoted inclusive of supply, installation & commissioning charges.

## **49. CANVASSING**

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

## **50. NON-TRANSFERABILITY OF TENDER**

This tender document is not transferable.

## **51. 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

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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.

## **52. 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 bidders for any additional item(s) of work not mentioned herein, if so required.

## **53. INTERPRETATION OF DOCUMENTS**

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

## **54. PREPARATION OF TENDER**

Tender shall be submitted in accordance with the following instructions:

- a) 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.
- b) 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.
- c) Tenders shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No written, oral, telegraphic or telephonic proposals for modifications will be acceptable.
- d) Tenders shall be uploaded as notified on or before the date and time set for the opening of tenders in the Notice Inviting Tenders.
- e) Tenders subject to any conditions or stipulations imposed by the bidder are liable to be rejected.
- f) Each and every page of the tender document must be signed with company seal by the bidder.

## **55. CLARIFICATION OF BIDS**

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

## **56. 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.

## **57. ERASURES OR ALTERNATIONS**

The offers with overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript ions is not only signed by the authorized signatory of the bidder. There should be no hand-written material, corrections or alterations in the offer. Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Customer may treat offers not adhering to these guidelines as unacceptable. The Customer may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This shall be binding on all bidders and the Tender Committee reserves the right for such waivers.

## **58. FINAL INSPECTION**

# WEBEL TECHNOLOGY LIMITED

Final inspection may be carried by the authorized representative from WTL.

## 59. PRE-DISPATCH INSTRUCTION

All materials / equipment's supplied against the purchase order may be subjected to Inspection, check and /or test by the authorized representative from WTL.

## 60. SITE INSPECTION

Bidder can inspect (at their own cost) the sites if required, for which they have to take necessary permission from WTL in writing. WTL will take at least four days to organize such permission.

## 61. QUALITY CONTROL

- The contractor is obliged to work closely with WTL act within its authority and abide by directive issued by them on implementation activities.
- The contractor will abide by the safety measures and free WTL from all demands or responsibilities arising from accident/loss of life, the cause of which is due to their negligence. The bidder will pay all indemnities arising from such incidents and will not hold WTL responsible.
- The contractor will treat as confidential all data and information about the system, obtained in the execution of its responsibilities in strict confidence and will not reveal such information to any party without the prior written approval of WTL.
- WTL reserves the right to inspect all phases of contractor's operation to ensure conformity to the specifications. WTL shall have engineers, inspectors or other duly authorized representatives made known to the contractor, present during the progress of the work and such representatives shall have free access to the work at all times. The presence or absence of representatives of WTL does not relieve the contractor of the responsibility for quality control in all phases.
- 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.

## 62. SERVICE LEVEL AGREEMENT

### SLA REQUIREMENTS

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the Contractor to the Client for duration of the project.

The benefits of these SLAs are to:

1. Trigger a process that applies to the Contractor's management attention to some aspect of performance when that as pact drops below an agreed upon threshold, or target.
2. Makes explicit the expectations that the Client has for performance
3. Helps the Client control the levels and performance of Contractors service

**The final SLAs will be back-to-back between DVC-WTL and WTL-Contractor. The SLA for service support in compliance to the minimum SLA required must be submitted by the L1 bidder on placement of order. WTL reserves the right to change/modify the SLAs during the finalization of the contractual agreement with the successful bidder.**

Following are the Indicative Performance Indicators for the services to be offered by the Vendor. This is not an exhaustive list. A complete Service Level Agreement will be made with the successful bidder at the time of signing the contract.

### Definitions:

- **Availability:** shall mean the time for which the Smart Class Solution (including Equipments, Software and other components) are available for conducting operations during school working hours. This will exclude the planned downtime agreed with customer.
- **School Working Hour (SWH):** The normal working hours of a school, when the Implementer will have access to the computer lab. This will exclude holidays, vacations and any other closure of access to school premises as defined by the individual school and/or Government of Jharkhand.

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## **SLA during implementation and Associated Penalties:**

1. **On Time Delivery:** This SLA shall be used to evaluate the timelines for completion of deliverables, i.e., supply and installation of equipments and software as per scope of the work and timeline defined for the project.

### **SLA penalty calculation will be as follows:**

For delay of every week in completion & submission of the deliverable mentioned, the Contractor would be charged with penalty of 0.5% per month on balance work with maximum of 5% of total contract value.

## **SLA post implementation during support and Associated Penalties:**

1. **Availability of the Smart Class Solution including the UPS:** Target Uptime: 97.00%

Availability: SLA penalty calculation for Availability will be as follows:

- Availability of the solution as per Target (97.00%): No Penalty
- Availability of the solution lower than target - For every 3% dip in the Availability 0.5% of the contract value with maximum of 5% of total contract value.

2. **Turnaround Time for Support:** 48 Hrs. / 2 SWD

Turnaround Time: SLA penalty calculation for Turnaround time for repair/replacement, as shown below:

- Resolution of complaint for equipments and software within turnaround time – no penalty
- Resolution of complaint for camera, active and passive components beyond target turnaround time for support:
  - Rs. 1000/- per day, after the allowed turnaround time for support
  - The total amount of penalty for the entire project period should not exceed 5% of the total contract value. Otherwise PBG will be forfeited.

## **Provisions for Unsatisfactory Services:**

In the event of continuing non-functioning or defective functioning of any equipment provided under the Contract, the Bidder shall forthwith replace such equipment provided by the Bidder to the School concerned by equivalent/similar/better equipment, failing which the Webel Technology Limited (WTL) on behalf of DVC shall be entitled to replace such equipment as found non- functioning or defective and charge the said cost(s) together with interest thereof to the account of the Bidder.

If services of bidder are not found satisfactory, at any stage during the period in any school/Schools by the KTPS/ Webel Technology Limited (WTL) or any competent authority, in such situations the bidder will be bound to remove the deficiencies at his own cost within the time period fixed by the Webel Technology Limited (WTL). In case the bidder is not able to remove and rectify the deficiencies within the given time period, the Webel Technology Limited (WTL) will be competent to make alternative arrangements of Computer Installation and Computer Education Services at the risk and cost of the bidder and the costs so incurred shall be deducted from the due amount payable to the bidder.

## **63. GENERAL TERMS**

- a) All the documents to be submitted by the bidder along with their offer should be duly authenticated by the person signing the offer and if at any point of time during procurement process or subsequently it is detected that documents submitted are forged/tampered/manipulated in any way, the total responsibility lies with the bidder and WTL reserves the full right to take action as may be deemed fit including rejection of the offer and such case is to be kept recorded for any future dealing with them.
- b) No Technical/Commercial clarification will be entertained after opening of the tender.
- c) Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. WTL reserve the right to increase or decrease the quantity specified in the tender.

## WEBEL TECHNOLOGY LIMITED

- d) WTL reserve the right to reject or accept or withdraw the tender in full or part as the case may be without assigning the reasons thereof. No dispute of any kind can be raised the right of buyer in any court of law or elsewhere.
- e) WTL reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- f) 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.
- g) No dispute by the bidders in regard to Technical/Commercial points will be entertained by WTL and decision taken by the Tender Committee will be final.
- h) 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.
- i) The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- j) 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.
- k) The customer/WTL at its discretion may extend the deadline for the submission of Bids.
- l) 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.
- m) Below mentioned clauses are applicable for all OEM / Products & Bidders:**

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority [DPIIT OM No.6/18/2019- PPD dated 23.07.2020].

- i. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
  - ii. "Bidder from a country which shares a land border with India" for the purpose of above- mentioned Order means:
- n) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

# WEBEL TECHNOLOGY LIMITED

## SECTION – F

### 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.**

**Sub: Implementation of Smart Class in 45 Schools under the catchment area of Koderma Thermal Power Plant (KTPS) of DVC.**

Dear Sir,

1. We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. WTL/DVC/SMARTCLASSK/25-26/042 DATED 26/11/2025, 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.
3. We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipments and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
4. Earnest Money Deposit & Tender fee: We have transferred EMD & Tender Fee 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 further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to ten percent (5%) of the Order value as stipulated in Financial Bid (BOQ).
8. We agree that WTL reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, this .....day of .....2025

Thanking you, we remain,

**WEBEL TECHNOLOGY LIMITED**

Yours faithfully

.....  
Signature

.....  
Name in full

.....  
Designation

**Signature & Authorized Verified by**

.....  
Signature

.....  
Name in full

.....  
Designation

.....  
Company Stamp

# WEBEL TECHNOLOGY LIMITED

## SECTION – G

### TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT

#### 1. EVALUATION PROCEDURE

- The Eligibility Criteria (Section - D) will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- The Tender Committee shall verify the Technical Specification (Technical Specification & Compliance Statement, Section – R) Deviation in specification shall not be allowed. Bidder qualified in Technical Specification shall be considered for further evaluation.
- The Tender Committee would evaluate the Techno Commercial Evaluation. In order to facilitate the evaluation, the marking scheme presented is an indication of the relative importance of the evaluation. Bidders securing a minimum of 75% marks in the Techno Commercial Evaluation for qualifying evaluation.
- Bidders after qualifying in Techno Commercial Evaluation will only be considers for Financial Bid Evaluation.

#### 2. EVALUATION CRITERIA

##### **Techno Commercial Evaluation**

In order to facilitate the Technical Bid evaluation, the technical criteria laid down along with the assigned weights have been presented below. The marking scheme presented is an indication of the relative importance of the evaluation criteria.

Bidders securing a **minimum of 75% marks** in the technical evaluation will only be considered for further Commercial bid evaluation. Bids which do not secure the minimum specified technical score will be considered technically non-responsive and hence debarred from being considered from Commercial evaluation.

| Sl. No. | Technical Evaluation Criteria   | List of documents/                                  | Points    |
|---------|---|---|-----------|
| 1       | <b>Turnover</b> : The Bidder should have an average annual turnover of minimum Rs. 4 Crore over the last 3 financial years (FY 2021-22, 2022-23 & 2023-24) – (Maximum Marks – 20)<br><b>Score</b><br>a. $\geq$ Rs 10 Cr: <b>20 Marks</b><br>b. $\geq$ Rs 7 Cr and $<$ Rs 10 Cr: <b>15 Marks</b><br>c. $\geq$ Rs 4.5 Cr and $<$ Rs 7 Cr: <b>10 Marks</b>   | Audited Balance Sheets (Profit/Loss account)        | <b>20</b> |
| 2       | <b>Experience in delivering project with project value</b><br><br>In the last Five financial years (2020-21, 2021-22, 2022-23, 2023-24, and 2024-25), the Bidder has completed – (Maximum Marks – 30)<br><br><b>Case 1: Single Order – Minimum value of Rs. 2Cr.</b><br><b>30 Marks</b><br><b>Or</b><br><b>Case 2: Two Orders – Minimum value of each Rs. 1.5Cr.</b><br><b>20 Marks</b><br><b>Or</b><br><b>Case 3: Three Orders – Minimum value of each ₹ 1.0Cr. –</b><br><b>10 Marks</b> | Work Order and completion certificate or equivalent | <b>30</b> |
| 3       | <b>Experience with Technology</b><br><br>In last 5 financial years (2020-21, 2021-22, 2022-23, 2023-24, and 2024-25), the Bidder has completed similar project(s) (i.e. Smart Class implementation in Educational Institutes) in Government Department/PSU/Autonomous Body in India.  | Work Order and completion certificate or equivalent | <b>20</b> |

## WEBEL TECHNOLOGY LIMITED

| Sl. No. | Technical Evaluation Criteria   | List of documents/ | Points     |
|---------|---|--------------------|------------|
|         | <b>Score</b><br><b>≥ 5 Projects: 20 Marks</b><br><b>≥ 3 Projects (Minimum 1 Project) 10 Marks</b>   |                    |            |
| 4       | <b>Proposed Solution:</b> Presentation on Proposed Solution and Delivery Methodology to be given by the proposed team of the bidder to the tender evaluation committee. <b>(Maximum Marks – 30)</b> | Presentation       | <b>30</b>  |
|         | <b>TOTAL</b>  |                    | <b>100</b> |

All claims to be supported by relevant documents / certificates. Onus of substantiating claims lies with the bidder.

### Passing Marks: 75

### 3. FINAL EVALUATION

After evaluating the Technical Bids, Webel Technology Limited (WTL), shall notify the bidders whose Technical Bids were considered acceptable, indicating the date, time and place for opening of the Commercial Bids.

The following points may be noted for the evaluation of the Commercial Bid:

- i. Prices may be filled-in using numbers only (numeric digits) in the BOQ schedule as provided on the e-tendering portal.
- ii. Prices may be entered only on a per-unit basis. The BOQ schedule will automatically calculate the total price based on the quantity required for a specific line item / item description.
- iii. Only the prices entered by the bidder in the BOQ schedule shall prevail.
- iv. Technically qualified bidder's commercial offer will be opened.
- v. **The successful bidder shall be selected through Least quoted (L1) method.**

### 4. AWARDING OF CONTRACT

An affirmative Post Qualification determination will be prerequisite for award of the contract to the most overall responsive bidder for this project. Bidders, if disqualified in the technical evaluation, it will result in rejection of bidder's bid. Technically qualified bidders shall be evaluated for price bid. The lowest bidder shall be determined through price bid evaluation. WTL will award the contract to the successful bidder whose bid has been determined to be substantially responsive after final negotiation may held with the most responsive bidder (L1), if required.

- Bidders must submit price bid for this project. Any non-compliance to the price bid shall lead to rejection.
- L1 Bidders shall be awarded the contract for this project.

Purchaser reserves the right to negotiate with the Bidder in compliance with the Central Vigilance Commission (CVC) circulars / guideline

### 5. POST QUALIFICATION

The determination will evaluate the Bidder's financial, technical, design, integration, customization, production, management and support capabilities and will be based on an examination of the documentary evidence of the Bidder's qualification, as well as other information WTL deems necessary and appropriate. This determination may include visits or interviews with the Bidder's client's reference in its bid, site inspection, and any other measures. At the time of post-qualification, Department of Par& e-Governance 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.

# WEBEL TECHNOLOGY LIMITED

## SECTION – H

### GUIDANCE FOR E-TENDERING

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

1. **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.

2. **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.

3. 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.

4. **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.

5. **Submission of Tenders:**

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

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

**Techno Commercial Cover:**

**Technical Document1**

1. Bid Form as per format (Section – F)
2. Other documents, if any

**Technical Document2**

1. N I T Declaration duly stamped & signed in bidder's letter head, (Section – P)
2. Other documents, if any

**Technical Compliance**

1. Detailed Technical Specification with required documents, Section – R
2. Manufacturer Authorization Form, Section – S
3. Detailed Make, Mode with required documents, Section – Q

**Financial Cover:**

BOQ (Bill of Quantity) 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.

## WEBEL TECHNOLOGY LIMITED

**NON-STATUTORY COVER (MY SPACE) CONTAIN 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              | <ul style="list-style-type: none"> <li>• GST Registration Number</li> <li>• PAN</li> <li>• Document as per Section – D</li> </ul>                              |
| B       | COMPANY DETAILS | B1. COMPANY DETAILS 1         | <ul style="list-style-type: none"> <li>• Document as per Section – D</li> <li>• Other documents, if any</li> </ul>   |
|         |                 | B2. COMPANY DETAILS 2         | <ul style="list-style-type: none"> <li>• Company Profile (Not more than 3 pages)</li> <li>• ISO Certificate as per Section –D</li> </ul>                       |
| C       | CREDENTIAL      | CREDENTIAL 1                  | <ul style="list-style-type: none"> <li>• Order copies as per Section – D</li> </ul>  |
|         |                 | CREDENTIAL 2                  | <ul style="list-style-type: none"> <li>• Product brochure</li> <li>• Other documents, if any</li> </ul>  |
| D       | DECLARATION     | DECLARATION 1                 | <ul style="list-style-type: none"> <li>• Order details (Section – N)</li> <li>• Financial Capability of Bidder as per format (Section – K)</li> </ul>          |
|         |                 | DECLARATION 2                 | <ul style="list-style-type: none"> <li>• Document as per Section – D</li> <li>• Other documents, if any</li> </ul>   |
|         |                 | DECLARATION 3                 | <ul style="list-style-type: none"> <li>• Bidder's Details as per format (Section – L)</li> <li>• Service Centre Details as per format (Section – R)</li> </ul> |
|         |                 | DECLARATION 4                 | <ul style="list-style-type: none"> <li>• Details of Capability as per format (Section – J)</li> </ul>  |
|         |                 | DECLARATION 5                 | <ul style="list-style-type: none"> <li>• Other documents, if any</li> </ul>  |
| F       | FINANCIAL INFO  | P/L & BALANCE SHEET 2021-2022 | P/L & BALANCE SHEET 2021-2022  |
|         |                 | P/L & BALANCE SHEET 2022-2023 | P/L & BALANCE SHEET 2022-2023  |
|         |                 | P/L & BALANCE SHEET 2023-2024 | P/L & BALANCE SHEET 2023-2024  |
|         |                 | P/L & BALANCE SHEET 2024-2025 | P/L & BALANCE SHEET 2024-2025  |

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION - I**

### **BILL OF MATERIAL**

| <b>S/N</b> | <b>ITEM DESCRIPTION</b>   | <b>UNIT</b> | <b>QUANTITY<br/>REQUIRED</b> |
|------------|---|-------------|------------------------------|
| 1          | Integrated Smart Class solution including three (3) years onsite support          | Number      | 45                           |
| 2          | 6' x 4' Matt Finish White Board   | Number      | 45                           |
| 3          | 1 KVA Line Interactive UPS with 30 min Backup                                     | Number      | 45                           |
| 4          | English and Hindi Multimedia Content for V to X as per Jharkhand State Curriculum | Number      | 45                           |
| 5          | Training of Teachers and Handholding Support                                      | Job         | 45                           |

# WEBEL TECHNOLOGY LIMITED

## SECTION – J

### **DETAILS OF TECHNICAL CAPABILITY OF BIDDER**

(Tender No. WTL/DVC/SMARTCLASSK/25-26/042 DATED 26/11/2025)

| Sl. No. | Project Name | Start Date | End Date / Status | Brief description of project & scope of work (Implementation, operation & maintenance) | Type of project | Approx value of the project | Contact details of the Customer |
|---------|--------------|------------|-------------------|--|-----------------|-----------------------------|---------------------------------|
|         |              |            |                   |  |                 |                             |                                 |
|         |              |            |                   |  |                 |                             |                                 |
|         |              |            |                   |  |                 |                             |                                 |
|         |              |            |                   |  |                 |                             |                                 |
|         |              |            |                   |  |                 |                             |                                 |
|         |              |            |                   |  |                 |                             |                                 |
|         |              |            |                   |  |                 |                             |                                 |
|         |              |            |                   |  |                 |                             |                                 |

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

- a. Type of Project shall indicate the implementation of services (Networking Setup, System Integration).
- b. Scope of work shall indicate whether it is implementation, Operation or maintenance.
- c. Submit Customer Order Copy details of the order indicating the project value, customer contact details, project completion certificate, customer satisfaction certificate etc.

**WEBEL TECHNOLOGY LIMITED**

**SECTION – K**

**FINANCIAL CAPABILITY OF BIDDER**

(Tender No. WTL/DVC/SMARTCLASSK/25-26/042 DATED 26/11/2025)

**FINANCIAL INFORMATION**

| Sl. No. | Name of the Bidder | Turnover (Rs. / Crores) |           |           |
|---------|--------------------|-------------------------|-----------|-----------|
|         |                    | 2023-2024               | 2022-2023 | 2021-2022 |
| 1       |                    |                         |           |           |

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

# WEBEL TECHNOLOGY LIMITED

## SECTION – L

### BIDDERS'S DETAILS

(Tender No. WTL/DVC/SMARTCLASSK/25-26/042 DATED 26/11/2025)

|    |   |  |
|----|---|--|
| 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"><li>▪ a Government/ Public Sector Undertaking</li><li>▪ a propriety firms</li><li>▪ a partnership firm (if yes, give partnership deed)</li><li>▪ a limited company or limited corporation</li><li>▪ a member of a group of companies, (if yes, give name and address and description of other companies)</li><li>▪ 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.</li></ul> |  |
| 8  | Is the firm registered with Sales Tax department? If yes, submit valid GST Registration certificate.  |  |
| 9  | Is the firm registered for Service Tax with Central Excise Department (Service Tax Cell)? If yes, submit valid Service Tax registration certificate.  |  |
| 10 | Total number of employees. Attach the organizational chart showing the structure of the organization.   |  |
| 11 | Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details)  |  |
| 12 | How many years has your organization been in business under your present name? What were your fields when you established your organization   |  |
| 13 | What type best describes your firm? (Purchaser reserves the right to verify the claims if necessary) <ul style="list-style-type: none"><li>▪ Manufacturer</li><li>▪ Supplier</li><li>▪ System Integrator</li><li>▪ Consultant</li><li>▪ Service Provider (Pl. specify details)</li><li>▪ Software Development</li><li>▪ Total Solution provider (Design, Supply, Integration, O&amp;M)</li><li>▪ IT Company</li></ul>   |  |
| 14 | Number of Offices in Jharkhand  |  |
| 15 | Is your organization having ISO 9001:2015 certificates?   |  |
| 16 | List the major clients with whom your organization has  |  |

## WEBEL TECHNOLOGY LIMITED

|    |  |  |
|----|--|--|
|    | been / is currently associated.  |  |
| 17 | Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work) |  |
| 18 | Have you ever been denied tendering facilities by any Government / Department / Public sector Undertaking? (Give details)                |  |

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_

# WEBEL TECHNOLOGY LIMITED

## SECTION – M

### PRE-BID MEETING QUERY

(Tender No. WTL/DVC/SMARTCLASSK/25-26/042 DATED 26/11/2025)

Name of the Bidder: \_\_\_\_\_

Queries

| Sl. No. | Section No. | Clause No. | Page No. | Queries |
|---------|-------------|------------|----------|---------|
|         |             |            |          |         |
|         |             |            |          |         |
|         |             |            |          |         |
|         |             |            |          |         |
|         |             |            |          |         |
|         |             |            |          |         |
|         |             |            |          |         |
|         |             |            |          |         |
|         |             |            |          |         |
|         |             |            |          |         |

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

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_



# WEBEL TECHNOLOGY LIMITED

## SECTION – O

### PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

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

Ref ..... Bank Guarantee no.....

Date.....

#### PROFORMA OF BG FOR SECURITY DEPOSIT

KNOW ALL MEN BY THESE PRESENTS that in consideration of WEBEL TECHNOLOGY LIMITED, a Government of West Bengal Undertaking incorporated under the Companies Act, 1956 having its Registered office at Plot - 5, Block BP, Sector V, Kolkata-700 091 (hereinafter called "The Purchaser") having agreed to accept from \_\_\_\_\_ (hereinafter called "The Contractor") Having its Head Office at \_\_\_\_\_, a Bank guarantee for Rs. \_\_\_\_\_ in lieu of Cash Security Deposit for the due fulfillment by the Contractor of the terms & conditions of the Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ issued by the Purchaser for \_\_\_\_\_ (hereinafter called "the said work order \_\_\_\_\_ dated \_\_\_\_\_"). We \_\_\_\_\_ (Name & detailed address of the branch) (hereinafter called "the Guarantor") do hereby undertake to indemnify and keep indemnified the Purchaser to the extent of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by the Purchaser by reason of any breach by the Contractor of any of the terms and conditions contained in the said Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ of which breach the opinion of the Purchaser shall be final and conclusive.

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

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

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

(5) The liability under the Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and will expire on \_\_\_\_\_ and unless a claim in writing is presented to us or an action or suit to enforce the claim is filled 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 affected 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.

## WEBEL TECHNOLOGY LIMITED

(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

\_\_\_\_\_  
(Stamp of the executants)

WITNESS

1) \_\_\_\_\_

2) \_\_\_\_\_

(Name & address in full with Rubber Stamp)

# **WEBEL TECHNOLOGY LIMITED**

## **INSTRUCTIONS FOR FURNISHING BANK GUARANTEE**

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

**WEBEL TECHNOLOGY LIMITED**

**SECTION – P**

**NIT DECLARATION FOR BIDDER**

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

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

**Sub: Implementation of Smart Class in 45 Schools under the catchment area of Koderma Thermal Power Plant (KTPS) of DVC**

Dear Sir,

We the undersigned bidder/(s) declare that we have read and examined in details the specifications and other documents of the subject Tender No. WTL/DVC/SMARTCLASSK/25-26/042 DATED 26/11/2025 for Implementation of Smart Class in 45 Schools under the catchment area of Koderma Thermal Power Plant (KTPS) of DVC published by Webel Technology Limited in e-Tender website.

We further declare that we have agreed and accepted all the clauses / sub-clauses / formats / terms & conditions other requirements related to the said tender and we will abide by the same as mentioned in the tender document while participating and executing the said tender.

Thanking you, we remain

Yours faithfully

.....  
Signature

.....  
Name in full

.....  
Designation

.....  
Company Stamp

Dated, this.....day of.....2025

# WEBEL TECHNOLOGY LIMITED

## SECTION – Q

### MAKE, MODEL & PART NUMBER DECLARATION

(Tender No. WTL/DVC/SMARTCLASSK/25-26/042 DATED 26/11/2025)

#### Implementation of Smart Class in 45 Schools under the catchment area of Koderma Thermal Power Plant (KTPS)

| Sl. | Item  | Qty | Unit | Make | Model | Part no |
|-----|---|-----|------|------|-------|---------|
| 1   | Integrated Smart Class solution   | 45  | No.  |      |       |         |
| 2   | 1 KVA Line Interactive UPS with 30 min Backup                                     | 45  | No.  |      |       |         |
| 3   | English and Hindi Multimedia Content for V to X as per Jharkhand State Curriculum | 45  | No.  |      |       |         |
| 4   | 6' x 4' Matt Finish White Board   | 45  | No.  |      |       |         |

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_

# WEBEL TECHNOLOGY LIMITED

## SECTION – R

### **TECHNICAL SPECIFICATION COMPLIANCE STATEMENT**

(Tender No. WTL/DVC/SMARTCLASSK/25-26/042 DATED 26/11/2025)

#### **Technical Specification for Smart Classroom Solution (Please mark Compliance Yes / No):**

| Feature               | Technical Specification   | Compliance (Yes/No) | Remarks |
|-----------------------|---|---------------------|---------|
| Resolution            | XGA Short throw projection system 1024x768  |                     |         |
| Brightness            | 3500 ANSI Lumens  |                     |         |
| Contrast ratio        | 20000:1   |                     |         |
| Lamp life             | 10000 Hrs   |                     |         |
| Computer system       | Intel Core i5 processor 7500 @3.4 GHz, 11th Generation 4 USB Ports  |                     |         |
| HDD                   | 1 TB, expandable up to 2 TB   |                     |         |
| Input                 | Wireless Keyboard and Mouse   |                     |         |
| HDMI Port             | 1 HDMI  |                     |         |
| Output                | 1xVGA Out   |                     |         |
| RAM                   | 8 GB  |                     |         |
| LAN/Internet          | 1x Gbps Ethernet Connectivity, internet ready device, Bluetooth and Wi-Fi   |                     |         |
| Audio                 | 30 W in-built audio   |                     |         |
| Inbuilt Interactivity | Image size up to 300" diagonal, Built In Screen Interactivity Feature, with auto calibration and Multi touch pen writing  |                     |         |
| Operating System      | Windows 10 SL or higher   |                     |         |
| Weight                | Less than 7.5 kg  |                     |         |
| Built-in camera       | 1080 P Rear Camera with Built-in Mic Array Integrated Digital Teaching Device should have inbuilt web camera at the rear for capturing the classroom with integrated Virtual Classroom application and inbuilt microphone. The device should have the capability to record the screen and share the same with the Virtual Classroom tool. |                     |         |
| Wi-Fi and Bluetooth   | 802.11/b/g/n ; 5.0 Bluetooth Enabled  |                     |         |
| Certificate           | UL and BIS  |                     |         |
| Accessories           | <ul style="list-style-type: none"><li>External Keyboard and mouse</li><li>Wireless stylus</li></ul>   |                     |         |
| Warranty              | 3 Years   |                     |         |

#### **Technical Specification for UPS (Please mark Compliance Yes / No):**

| Sl No | Features                         | Specifications               | Compliance (Yes/No) | Remarks |
|-------|----------------------------------|------------------------------|---------------------|---------|
| 1     | INPUT Voltage (VAC)              | 140-300 VAC, 1- Phase        |                     |         |
| 2     | INPUT Frequency (Hz)             | 50Hz $\pm$ 10Hz Auto Sensing |                     |         |
| 3     | OUTPUT Voltage AVR Mode          | 200~ 245V                    |                     |         |
| 4     | OUTPUT Voltage Battery Mode      | 230~ 245V                    |                     |         |
| 5     | OUTPUT Frequency (Hz) on Battery | 50Hz $\pm$ 0.1Hz             |                     |         |

## WEBEL TECHNOLOGY LIMITED

|    |                             |   |  |  |
|----|-----------------------------|---|--|--|
| 6  | OUTPUT Power Factor         | 0.6   |  |  |
| 7  | Waveform                    | Stepped Sine Wave   |  |  |
| 8  | Display                     | LED   |  |  |
| 9  | Transfer Time (ms)          | 4-8 ms Typical  |  |  |
| 10 | Battery back up             | Minimum 30 minutes  |  |  |
| 11 | Minimum VAH required        | 336 VAH (28 AH x 1 No)  |  |  |
| 12 | Battery Make                | Exide / Quanta  |  |  |
| 13 | Battery Voltage             | 12 VDC  |  |  |
| 14 | Cold Start                  | Yes   |  |  |
| 15 | Protection                  | Battery Low, Overload, Short Circuit, Over voltage / Under Voltage and Fault conditions           |  |  |
| 16 | Alarm                       | Low Battery, Overload, Short Circuit, and Fault conditions  |  |  |
| 17 | Automatic Voltage Regulator | Built-in-Automatic Voltage Regulator (AVR)  |  |  |
| 18 | Circuit                     | Microprocessor controlled circuit   |  |  |
| 19 | Certifications              | UPS must have BIS   |  |  |
| 20 | Temperature                 | Operating :0~40°C, Storage: -10°C ~ 55°C  |  |  |
| 21 | Humidity                    | 0~95% RH Non –condensing  |  |  |
| 22 | Safety                      | IS 16242(Part1):2014 / IEC 62040-1:2008   |  |  |
| 23 | Warranty                    | 3 Years on UPS & Battery from date of supply.   |  |  |
| 24 | Service purpose             | UPS OEM should have toll free number facilities for all type service call logging support.        |  |  |
| 25 | Certificates                | BIS, ISO 9001-2015 , ISO 14001-2015 and ISO 45001-2018, National Test House Report(Govt.of India) |  |  |

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_

\_\_\_\_\_

**WEBEL TECHNOLOGY LIMITED**

**SECTION – S**

**MANUFACTURER'S AUTHORIZATION FORM**

Date:

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

Ref: Tender No.: WTL/DVC/SMARTCLASSK/25-26/042 DATED 26/11/2025

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 within from the day of this letter. We assure availability of spares for the products for the next two years after warranty period.

We also confirm that the material will be delivered within 30(thirty) days 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 \_\_\_\_\_ 2025

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