

# WEBEL TECHNOLOGY LIMITED

## NOTICE INVITING e-TENDER

e-Tender are invited for installation of two (02) numbers 1Gbps P2P/MPLS connectivity between Purulia DR site to WBSDC, Monibhandar Salt Lake and two (02) numbers 1Gbps Internet Leased Line for DR site of WBSDC at Purulia under the Department of Information Technology & Electronics, GoWB.

MPLS-VPN Provider / service provider with having NLD & ILD licenses should be capable of providing complete connectivity through wired links having sufficient experience and credentials for successful completion of similar nature of work in Govt. Department / PSU / Corporate or any reputed organization etc. The organisation currently under insolvency shall not qualify for participating in this tender.

1.	Tender No. & Date	WTL/WBSDC/CON/22-23/049 dated 16.03.2023
2.	Tender Version No.	1.0
3.	Brief description of Job	Installation of two (02) numbers 1Gbps P2P/MPLS connectivity and two (02) numbers 1Gbps Internet Leased Line for DR site of WBSDC at Purulia under the Department of Information Technology & Electronics, GoWB
4.	Tender Fee	Rs.6000.00 (Rupees Six thousand only) The amount to be Transferred online through e-tender portal.
5.	Earnest Money Deposit	Rs.400000.00 (Rupees Four Lakh only) The amount to be Transferred online through e-tender portal.
6.	Date of Downloading	16.03.2023
7.	Pre-Bid Meeting date & time	22.03.2023 at 12.00 Hrs. (On-Line Meeting) <ul style="list-style-type: none"><li>• Pre-Bid meeting will be organizing online platform only. Only queries as per format (Section - M) reaching WTL by 21.03.2022 at 15.00 hrs. Bidders are requested to send mail to <a href="mailto:purchase@wtl.co.in">purchase@wtl.co.in</a> 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>• Only queries as per format (Section – M) reaching WTL by 21.03.2023 at 15.00 Hrs. will be taken for decision.</li><li>• Queries will be sent to Manager (Purchase) (<a href="mailto:purchase@wtl.co.in">purchase@wtl.co.in</a>).</li></ul>
8.	Bid Submission Start date & time	29.03.2023 at 14.00 Hrs.
9.	Last date & time of EMD & Tender Fee submission	Before Uploading of Tender.
10.	Last date & time of Bid Submission	06.04.2023 at 12.30 Hrs.
11.	Date & time of Technical Bid Opening	10.04.2023 at 12.30 Hrs.
12.	Venue of Pre-Bid Meeting & submission of EMD & Tender Fee	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
13.	WTL Contact Person	033-23673403-06

## **WEBEL TECHNOLOGY LIMITED**

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 electronically 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 electronically 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>.

# **WEBEL TECHNOLOGY LIMITED**

## **CONTENTS OF THE TENDER DOCUMENT**

The Tender document comprises of the following:

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# WEBEL TECHNOLOGY LIMITED

## SECTION – A

### INTRODUCTION & SCOPE OF WORK

#### **Introduction**

WTL invites Request for Proposal (hereinafter referred to as “RFP”) for provision of connectivity for two locations (hereinafter referred to as “Locations”) from MPLS-VPN providers/Service provider (hereinafter referred to as “Service Provider or Bidder”) also provision for two number dedicated internet (1:1) connectivity at Purulia IT Park, 2<sup>nd</sup> Floor, North Lake Road, Saheb Bandh, Purulia - 723101, West Bengal.

Webel Technology Ltd. intend to procure services for 2 nos. 1Gbps P2P / MPLS connectivity for the Department of Information Technology & Electronics, GoWB for two locations, from West Bengal State Data Center, Moni Bhandar, 2<sup>nd</sup> Floor, Salt Lake, to proposed DR site of WBSDC at Purulia IT Park, 2<sup>nd</sup> Floor for DC-DR replication and data transfer using bandwidth Connectivity and also intend to procure 2 nos. 1Gbps Internet (1:1) Internet Leased Line at proposed DR site of Purulia IT Park, 2<sup>nd</sup> Floor. **Two nos. links of each item are being considered for redundancy purpose. Line item wise L1 bidder & second bidder will be considered for placement of order for one link (1Gbps P2P/MPLS & 1Gbps Internet Leased Line) at Line item wise L1 price.**

#### **Objective of the project**

WTL is interested to engage reputed Bidders [Service Provider] for providing 2(two) nos. 1Gbps connectivity at DC and DR site with redundancy and also providing 2 nos. 1Gbps Internet (1:1) links at proposed DR site of Purulia IT Park, 2<sup>nd</sup> Floor, Purulia -723101, West Bengal.

<b>Location details [Bandwidth Requirement 1Gbps]</b>		
Sl. No.	Location Name	Address
1	West Bengal State Data Center	2 <sup>nd</sup> Floor, Moni Bhandar, Block – EP & GP, Sector – V, Salt Lake City, Kolkata – 700 091.
2	Proposed DR site of WBSDC at Purulia IT Park	2 <sup>nd</sup> Floor, North Lake Road, Saheb Bandh, Purulia - 723101, West Bengal.

<b>Location details [Bandwidth Requirement 1Gbps Internet (1:1) Leased Line]</b>	
Location Name	Address
Proposed DR site of WBSDC at Purulia IT Park	2 <sup>nd</sup> Floor, North Lake Road, Saheb Bandh, Purulia - 723101, West Bengal.

# WEBEL TECHNOLOGY LIMITED

## SECTION – B

### PROPOSED ARCHITECTURE OF BANDWIDTH CONNECTIVITY

#### Installation of 1Gbps Link

WTL propose to connect two locations with the following architecture the last mile connectivity CPE at WTL and vendor POP should be connected using OFC with Fiber optical drop. Necessary compatible Interface / module for CPE (WBSDC and DR site end) device should be provided by the Bidder.

This includes network designing, providing network hardware on lease, last mile, bandwidth, installation, configuration, hardening, maintenance support, integration with LAN/WAN, proactive monitoring and reporting, fault update through SMS and eMail alert, change management, training etc., with SLA binding the service provider to uptime and application/service quality commitments.

To provide capacity of 1Gbps.

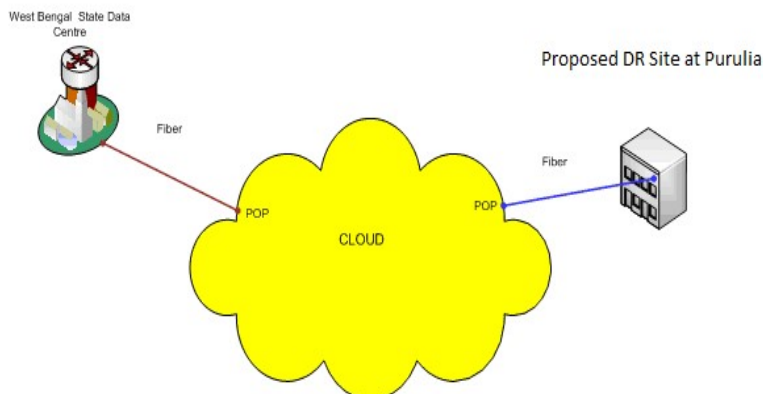
#### **CPE End point**

- Should terminate on switch/Media converter/ MUX only

#### **Last Mile:**

- Last mile one on FIBER
- Primary and backup links should be physically independent links e.g., from different service providers or sharing no common point of failure.
- The PoP's from which last miles are extended should be managed PoP's.
- To support Multiple CoS for real time and non real time traffic

Proposed Connectivity



#### **Termination Device and Interface for 1Gbps P2P /MPLS Link**

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Above mentioned links are terminated on **Cisco ASR 1001 (deployed with redundancy) at West Bengal State Data Center end and Link Load Balancer, Make: Array Networks, Model: AVX 7800 (propose with redundancy) at Purulia DR site.**

### **Installation of 1Gbps Internet (1:1) Leased Line**

WTL propose to install 1Gbps Internet dia the last mile connectivity CPE at proposed DR setup at Purulia IT Park, 2<sup>nd</sup> Floor and vendor POP should be connected using OFC with Ethernet drop.

### **Termination Device and Interface**

Above mentioned links are terminated on **Gigabit Ethernet interface (Copper) of Link Load Balancer, Make : Array Networks, Model : AVX 7800 (propose with redundancy) at Purulia DR site.** Bidder should provide /28 pool (Public IP).

This includes network designing, providing network hardware on lease, last mile, bandwidth, installation, configuration, hardening, maintenance support, integration with LAN/WAN, proactive monitoring and reporting, fault update through SMS and eMail alert, change management, training etc., with SLA binding the service provider to uptime and application/service quality commitments.

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – C**

### **ELIGIBILITY CRITERIA**

1. The bidder must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or OPC Firm. Documentary (Certificate of incorporation/Relevant document) evidence to be submitted.
2. The bidder should have valid GST Registration Certificate & PAN. Bidder shall have to submit photocopy of the documents.
3. The Bidder should be a MPLS-VPN provider/Service provider with NLD & ILD licenses and should be capable of providing Bandwidth through wired links. Bidder shall have to submit photocopy of NLD & ILD license.
4. Bidder must be connected directly to NIXI (National Internet Exchange of India) for direct & seamless access to other ISP's in India. Certification or a self declaration to be provider.
5. Bidder should have own International Gateway in India. Letter from DOT / GOI to be provided.
6. The bidder shall have executed "Similar Nature" of two orders an amount not less than Rs.20.00 Lakhs each in last three financial years and current financial year (considering FY - 2019-20, 2020-21, 2021-22) in Government Department/PSU/Autonomous Body any reputed organization. References order copy for the project to be provided.
7. The bidder should have an annual turnover of not less than Rs. 10.00 Crore each year in the last three financial years (considering FY - 2019-20, 2020-21, 2021-22). Bidder shall have to submit Audited Balance Sheet / Audited Accounts / Auditor Certificate in support of their claim.
8. The bidder shall submit Bid Form (Section – E) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.
9. The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal (as per DIT guidance note issued on 26-Dec-2011). Declaration on bidder's letter head to be submitted.

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – D**

### **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) (Publishing Date)	16.03.2023
2	Documents download/sale start date (Online)	16.03.2023
3	Last Date and time of sending the queries (Offline)	21.03.2023 & 15.00 hrs.
4	Pre Bid Meeting at WTL Office (Off Line)	22.03.2023 & 12.00 hrs.
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	29.03.2023 & 14.00 hrs.
7	Last Date & time of submission of Earnest Money Deposit & submission of remittance details	Before Uploading of Tender
8	Last Date & time of submission of Tender Fee & submission of remittance details	Before Uploading of Tender
9	Bid Submission closing date & time (On line)	06.04.2023 & 12.30 hrs.
10	Bid opening date & time for Technical Proposals (On line)	10.04.2023 & 12.30 hrs.
11	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any	-
12	Date for opening of Financial Bid (Online)	-



# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – E**

### **INSTRUCTION TO BIDDER**

#### **1. DEFINITIONS**

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

**“Acceptance Test Document”** means a document, which defines procedures for testing the functioning of installed system. The document will be finalized with the contractor with in 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.

**“Contract Tenure”** means the tenure of contact is five years

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

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

**“Installation”** shall mean installation of links.

**“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 the Department of Information Technology & Electronics and eventually Gov. of W. Bengal of the benefits of free and open competition.

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

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

**“GoI”** shall stand for the Government of India.

**“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.

**“Similar Nature of Work”** means installation of MPLS-VPN /Internet link.

**“Project”** Installation of 2 nos. 1Gbps P2P/MPLS link between two locations and 2 nos. 1Gbps Internet Leased Line

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“**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.

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

“**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.

“**DR**” means Disaster Recovery.

“**WBSDC**” mean West Bengal State Data Center.

“**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 Gov. of W. Bengal and its user departments and organizations.

“**IT&E**” means Department of Information Technology & Electronics, GoWB

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

“**ILL**” means Internet Leased Line

## **2. PRE BID MEETING**

Pre Bid Meeting will be held on 22.03.2023 at 12.00 hrs. (On-Line Meeting). Bidder can send their queries as per format (Section - M) to Manager (Purchase) (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**

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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 an 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**

As per the bidding process available in the tender. 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 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 / BID SECURITY**

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.

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- 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 10% of the total contract value within three weeks from the date of receipt of Letter of Award/Order. The PBG should be valid for six months more than the warranty period. All delivery of the material will have to be completed within 45 days from the date of acceptance of contract and the contractor has to ensure all activities leading to the commissioning of the contract to be completed within 75 days from the date of award. Subsequent to the award of contract, the contractor will have to arrange for the requisite material as per BOM.

### **15. TIME SCHEDULE FOR DELIVERY & INSTALLATION**

Link will installation & commissioning as per below mentioned table. Payment will be release as per delivery.

<b>Sl. No.</b>	<b>Item with quantity</b>	<b>Delivery &amp; Installation Schedule</b>
1.	1Gbps P2P/MPLS Link (Between proposed DR site at Purulia to West Bengal State Data Center, Kolkata).	Installation & Commissioning within 6-8 weeks after receiving of LoI/Work Order.
2.	1Gbps Internet (1:1) Leased Line at Proposed DR site at Purulia.	Installation & Commissioning within 6-8 weeks after receiving of LoI/Work Order.

### **16. LIQUIDATED DAMAGE / PENALTY**

The job includes the supply and installation of materials mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time liquidated damage may be imposed on the contractor for sum not less than 0.5% of the contract value for that item/job for each week or part thereof, subject to a ceiling of 10% of the total contract value (excluding all taxes & duties and other charges). In the event of LD exceeds 10% of the order value, WTL reserves the right to terminate the contract and WTL will get the job completed by any other competent party. The difference of cost incurred by WTL will be recovered from the contractor and PBG will be invoked.

### **17. 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

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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 non-performance 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.

### **18. 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 (which ever is lesser) and for materials the amount paid by WTL for the materials. These will be Contractor's entire obligation regarding any claim of infringement.

### **19. 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.

### **20. TERMS OF PAYMENT**

Payment terms will be on back-to-back basis, i.e., payment will be made only on receipt of payment from Department of IT&E, GoWB. A scheduled payment terms depicted below: phase wise payment will be release as per following mode.

- a) Half Yearly deferred payment will be made after successful installation & integration of Links.

### **21. 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

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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.

### **22. CORRUPT OR FRAUDULENT**

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.

### **23. BIDDING 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:

- 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.

### **24. 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 workmen 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.

### **25. 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.

### **26. 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.

### **27. EQUIPMENT**

All tools & tackles necessary for the work shall have to be procured by the contractor unless other wise 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

## **WEBEL TECHNOLOGY LIMITED**

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.

### **28. 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.

### **29. 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.

### **30. BANKRUPTCY**

If the contractor becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, 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.

### **31. 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.

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

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

## **32. INSURANCE COVERAGE**

Appropriate insurance to cover all solution components for the transit period and until the time of its acceptance at the respective site is to be taken by the contractor. As the contractor will carry the risk for the material in his books during transit, the contractor should arrange insurance for the total system as period from the dispatch till Acceptance Test is successfully achieved. Further the contractor is to take all required insurance coverage in respect of all its personnel who shall be working on this engagement.

## **33. TENURE OF SERVICE CONTRACT**

Three years service contract with renewal of yearly contract after review of service.

## **34. SERVICE SUPPORT & SLA**

As per Section - Q

## **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 3% of the contract value as security in the form of Performance Bank Guarantee from any nationalized bank as per format enclosed (Section – P).

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

Refer Section – A (Scope of Work)

## **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. GRAFTS, COMMISSIONS, GIFTS, ETC.**

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

## **39. 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.



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## **40. 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.

## **41. 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 Licence, 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.
- 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.

## **42. 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.

## **43. BID DUE DATE**

The online tender has to 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.

## **44. LATE BID**

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

## **45. 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.

## **46. 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 following the procedure mentioned hereinabove.

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

# **WEBEL TECHNOLOGY LIMITED**

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.

## **48. BID CURRENCIES**

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

## **49. PRICE**

- Price should be quoted in the Price Bid format only. No deviation in any form in the Price Bid sheet 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.

## **50. 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.

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

This tender document is not transferable.

## **52. FORMATS AND SIGNING OF BID**

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

## **53. 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.

## **54. 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.

## **55. SPLITTING OF THE CONTRACT AND CURTAILMENT OF WORK**

WTL reserve the right to split up and distribute the work among the successful bidders and to curtail any item of work in the schedule partly or fully.

## **56. 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.

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- 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.
- g) Any bidder may withdraw his tender by written request at any time prior to the scheduled closing time for receipt of tenders and not thereafter.

### **57. PRE-DISPATCH INSTRUCTION**

All materials / equipments supplied against the purchase order shall be subjected to Inspection, check and /or test by the authorized representative from WTL.

### **58. FINAL INSPECTION**

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

### **59. 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.

### **60. 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.

### **61. 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.

### **62. 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.

### **63. DEEMED ACCEPTANCE**

Deliverables will be deemed to be fully and finally accepted by the Department of IT&E in the event Department IT&E has not submitted such Deliverable Review Statement to Bidder/Implementation Partner before the expiration of the 30-days review period, or when Department of IT&E uses the Deliverable in its business, whichever occurs earlier ("Deemed Acceptance").

### **64. QUALITY CONTROL**

- The contractor is obliged to work closely with WTL and/or IT&E, act within its authority and abide by directive issued by them on implementation activities.

## **WEBEL TECHNOLOGY LIMITED**

- The contractor will abide by the safety measures and free WTL and IT&ED 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 and IT&E 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/IT&E.
- 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.

### **65. SITE NOT READY**

The bidder shall not be in any manner liable for any delay arising out of Department of Information Technology & Electronics inability to make the site ready within the stipulated period.

### **66. GENERAL TERMS**

- a) All the pages of the bid document including documents submitted therein must be duly signed and stamped failing which the offer shall be liable to be rejected.
- b) All the documents to be submitted by the bidder along with their offer should be duly authenticated by the person signing the offer and if at any point of time during procurement process or subsequently it is detected that documents submitted are forged/tampered/manipulated in any way, the total responsibility lies with the bidder and 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.
- c) No Technical/Commercial clarification will be entertained after opening of the tender.
- d) Overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscription is not only signed by the authorized signatory of the bidder. All overwriting should be separately written and signed by the authorized signatory of the bidder.
- e) Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. WTL reserve the right to increase or decrease the quantity specified in the tender.
- f) 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.
- g) 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.
- h) 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.
- i) 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.
- j) 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.
- k) The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- l) 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.
- m) The customer/WTL at its discretion may extend the deadline for the submission of Bids.

## **WEBEL TECHNOLOGY LIMITED**

- n) 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.

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## **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: Installation of two (02) numbers 1Gbps P2P/MPLS connectivity and two (02) numbers 1Gbps Internet Leased Line for DR site of WBSDC at Purulia under the Department of Information Technology & Electronics, GoWB.**

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/WBSDC/CON/22-23/049 dated 16.03.2023, 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. 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 (3%) 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 .....2023

**WEBEL TECHNOLOGY LIMITED**

Thanking you, we remain,

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 - C) will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- After qualifying in Eligibility criteria, qualified bidders will only be considered for Financial Bid evaluation.

#### **2. FINAL EVALUATION & AWARDING OF CONTRACT**

Financial Proposal of the bidders qualifying in the evaluation of Eligibility Criteria will be evaluated. A minimum of 2 nos. of responsive bidders will be necessary for the job. Line Item wise L1 bidder will be one of the two selected bidders. Line Item wise L2 bidder will have to match the L1 evaluated price to qualify for the job. In case Line Item wise L2 bidder refuse to offer their service at the Line Item wise L1 evaluated price, then the next lowest bidder will be invited to match the Line Item wise L1 evaluated price, and the process will go on until the one number of bidder other than bidder who originally offered Line Item wise L1 price are identified and selected. **Two nos. links of each item are being considered for redundancy purpose. Line Item wise L1 bidder & second bidder will be considered for placement of order for one link (1Gbps P2P/MPLS & 1Gbps ILL) at Line Item wise L1 price.**

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

#### **3. 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 Information Technology & Electronics 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.



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## **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.

- **Registration of Bidder:**  
Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System through logging on to <https://wbtenders.gov.in>. The Bidder is to click on the link for e-Tendering site as given on the web portal.
- **Digital Signature Certificate (DSC):**  
Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.
- The Bidder can search & download N.I.T. & BOQ electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.
- **Participation in more than one work:**  
A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If, found to be applied severally in a single job all the applications will be rejected.
- **Submission of Tenders:**  
Tenders are to be submitted through online to the website stated above in two folders at a time, one in Techno Commercial Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats)

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

#### **Techno Commercial Cover:**

##### **Technical Document 1 (scanned & join in pdf format then upload)**

1. Bid Form as per format (Section – E)
2. Other documents as required

##### **Technical Document 2 (scanned & join in pdf format then upload)**

1. NIT Declaration duly stamped & signed in letter head of bidder (Section – R)
2. Other documents as required

#### **Financial Cover:**

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

#### **NON-STATUTORY COVER (MY SPACE) CONTAIN FOLLOWING DOCUMENT:**

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

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<b>Sl. No.</b>	<b>Category Name</b>	<b>Sub Category Name</b>	<b>Sub Category Description</b>
A	CERTIFICATES	A1. CERTIFICATES	<ul style="list-style-type: none"> <li>• GST Registration Certificate</li> <li>• PAN</li> <li>• Trade License</li> <li>• As required</li> </ul>
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	<ul style="list-style-type: none"> <li>• As required</li> </ul>
		B2. COMPANY DETAILS 2	<ul style="list-style-type: none"> <li>• Company Profile (Not more than 3 pages)</li> <li>• As required</li> </ul>
C	CREDENTIAL	CREDENTIAL 1	Order copies as per Clause no. 6 of Section – C
		CREDENTIAL 2	<ul style="list-style-type: none"> <li>• Product brochure</li> <li>• Other documents, if any</li> </ul>
D	DECLARATION	DECLARATION 1	List of Clients as per format (Section – O)
		DECLARATION 2	Financial Capability of Bidder as per format (Section – K)
		DECLARATION 3	Bidder's Details as per format (Section – L)
		DECLARATION 4	Details of Order Execution as per format (Section – J)
		DECLARATION 5	As required
F	FINANCIAL INFO	P/L & BALANCE SHEET 2019-2020	P/L & BALANCE SHEET 2019-2020
		P/L & BALANCE SHEET 2020-2021	P/L & BALANCE SHEET 2020-2021
		P/L & BALANCE SHEET 2021-2022	P/L & BALANCE SHEET 2021-2022

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## **SECTION – I**

### **BILL OF MATERIAL FOR PROCUREMENT**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Qty</b>	<b>Unit</b>
1.	1Gbps P2P/MPLS Connectivity between proposed DR site at Purulia to WBSDC Kolkata, Monibhandar, Salt Lake	1	No.
2	1Gbps Internet (1:1) Leased Line at proposed DR site at Purulia	1	No.

**Bill of quantity may change at the time of ordering of Purchase Order.**

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## SECTION – J

### DETAILS OF ORDERS EXECUTED BY BIDDER

(Tender No. WTL/WBSDC/CON/22-23/049)

Sl. No.	Order No.	Order Date	Order Value	Brief description of items and job details	Completed (Yes/NO)	Name of the Customer	Contact details of the Customer

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

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

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

**Note:**

- A. Type of Project shall indicate the implementation of services (Delivery & Installation of Desktop Computer, Laser Printers and Line Interactive UPS).
- 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.

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – K**

### **FINANCIAL CAPABILITY OF BIDDER**

(Tender No. WTL/WBSDC/CON/22-23/049)

#### **FINANCIAL INFORMATION**

Sl. No.	Name of the Bidder	Turnover (Rs. / Crores)		
		2019-20	2020-21	2021-22
1				

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

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

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

**Note:**

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

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – L**

### **BIDDERS'S DETAILS**

(Tender No. WTL/WBSDC/CON/22-23/049)

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,</li> </ul>	

## **WEBEL TECHNOLOGY LIMITED**

	Integration, O&M) ▪ IT Company	
14	Number of Offices in district head quarters in West Bengal	
15	Is your organization having ISO 9001:2015 certificates?	
16	List the major clients with whom your organization has 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**

**FORMAT FOR PRE-BID MEETING QUERY**

(Tender No. WTL/WBSDC/CON/22-23/049)

Name of the Bidder:

Queries

<b>Sl. No.</b>	<b>Section No.</b>	<b>Clause No.</b>	<b>Page No.</b>	<b>Queries</b>

**Note:** The filled form to be submitted in XLS & 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 – N**

### **LOCATION DETAILS FOR INSTALLATION**

<b>Location details [Bandwidth Requirement 1Gbps P2P/MPLS]</b>		
<b>Sl. No.</b>	<b>Location Name</b>	<b>Address</b>
1	Proposed DR site of at Purulia IT Park	2 <sup>nd</sup> Floor, North Lake Road, Saheb Bandh, Purulia - 723101, West Bengal.
2	West Bengal State Data Center	2 <sup>nd</sup> Floor, Moni Bhandar, Block – EP & GP, Sector – V, Salt Lake City, Kolkata – 700 091.

<b>Location details [Bandwidth Requirement 1Gbps Internet (1:1) Leased Line]</b>	
<b>Location Name</b>	<b>Address</b>
Proposed DR site at Purulia IT Park	2 <sup>nd</sup> Floor, North Lake Road, Saheb Bandh, Purulia - 723101, West Bengal.

# WEBEL TECHNOLOGY LIMITED

## SECTION – O

### LIST OF CLIENTS OF SIMILAR ORDERS

(Tender No. WTL/WBSDC/CON/22-23/049)

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

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

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

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

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – P**

### **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-PRFORMANCE 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 Webel Bhavan, Block EP&GP, 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.

## **WEBEL TECHNOLOGY LIMITED**

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

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

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

SIGNED, SEALED AND DELIVERED

\_\_\_\_\_  
(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 – Q**

### **SERVICE LEVEL AGREEMENT**

- a. **Bandwidth on Demand:**  
To provide bandwidth on demand for carrying out video conferencing at a specific notice by the Customer.
- b. **Connectivity**  
Any to Any connectivity required for two locations
- c. **Service Level Requirement**  
**Working Days:** Seven days a week [Monday to Sunday]  
**Month:** Calendar Month  
**Primary Business Hours:** 8:00am to 8:00pm [12 hours]  
**Extended Business Hours:** 8:00pm to 8:00am [12 hours]  
**SLA Measurement Period:** Monthly  
**Bandwidth:** full duplex and CIR should be equal to the bandwidth contracted for the location.

#### **Class of Service [CoS]**

The CoS required is BUSINESS from CPE to CPE. However, the customer may change the CoS to other category and work order for the same may be placed later at the contracted rate as defined in the Commercial Bid.

**Service Delivery [Implementation]:** FOURTY FIVE DAYS (45 Days) FROM THE DATE OF WORK ORDER.

**Bandwidth on Demand:** On 4 days' notice

**Helpdesk facility:** toll free number, mail, portal

**Monitoring:** Proactive

**Reporting:** All reports to monitor the SLA parameters site wise to be provided on monthly basis.

Other than above reports following reports shall be submitted -

- **Interface Availability:** It shall show Availability report having interface daily, weekly, monthly or custom period basis to measure device level and network level availability and ensure that SLA specifications are being met.
- **Interface Traffic statistics:** It shall show Graphs & reports of interface traffic and utilization statistics to analyze network usage and plan for additional capacity.
- **Interface Response time monitoring:** It shall measure network latency and alert when thresholds are violated by identifying degradations early to ensure optimal Link performance for end-users.
- **Interface errors:** It shall monitor errors and discards on each interface to quickly identify faulty interface and take corrective action.
- **Real time and Historical web-based reports and web-based monitoring through portal** should be provided to the Customer.

**On-line Portal:** Online portal for viewing bandwidth utilization, uptime/downtime and all other SLA parameters

- d. **Upgradation of Bandwidth**

## **WEBEL TECHNOLOGY LIMITED**

In the event of operational requirement bandwidth of any location will be upgraded/degrade from the initial contracted value to higher/lower value permanently, at the contracted rate. The customer will place order for the same.

**e. Bandwidth on Demand**

The Bidder [Service Provider] to provide bandwidth on demand:

- at two locations/offices, for Video Conferencing (in future whenever the customer goes for the facility) or for some special occasions for a specific period [say a week or part thereof]. However, order will be placed in advance (Min 28 days). The Bidder [Service Provider] would be intimated in advance.

**f. Transition Support**

During the acceptance test to be conducted by the customer, the Bidder [Service Provider] to provide expert personnel at the site for providing transition support to complete the acceptance testing.

**g. Closing down of Office**

In the event of closing down of any office, the customer will intimate the vendor in advance. The recurring charges till the end of the running year will be paid by the customer. The contracted unit cost will be reduced before issuing the purchase order for the next year. The required hardware may be collected subsequently.

**i. Maintenance Services**

The customer has its IT team at its corporate office for monitoring and liasoning with service provider for network related issues. The IT team will be single point of contact with the Bidder [Service Provider] NOC team for all service related issues. The Bidder [Service Provider] has to provide details of one contact person for each location, with whom the customer can follow-up in case of emergencies.

**j. Site Preparation and Installation**

The Bidder [Service Provider] has to perform site inspection to verify the appropriateness of the sites before installation / commissioning of the network. All cabling should be done with proper clamping. The cabling should be neat and structured with PVC pipe casing.

**k. Audit Observations and Compliance**

The customer is subjected to various audits [internal / statutory / external etc.]. In the event of any observation by the audit regarding security, access control to routers etc., of WAN the same will be intimated to the Bidder. The Bidder [Service Provider] to assist the customer for compliance of the same.

**l. Review meetings**

The customer may review and discuss the performance of network fortnightly for the first three months after acceptance. Thereafter review meetings would be held monthly during first week of every month. The Bidder [Service Provider] has to submit Minutes of Meeting after the meeting.

### **MAINTENANCE LEVEL FOR DEDICATED FIBER**

**a. Maintenance Levels Committed**

## **WEBEL TECHNOLOGY LIMITED**

“LC” shall put its best effort and ensure the maintenance the availability of dedicated fibre more than 99.5% on monthly basis with the exception of Force Majeure & Planned outages. for the shortfall of availability below 99.5% Service Credit will be provided by “ LC” adjusted on half yearly basis failure to comply with the same TTL shall make necessary adjustment against the payment to LC on this account

### **b. Compensation for Failure to maintain Service Level**

- a. Downtime comprising of a continuous break in service maintenance for 1 hour or more shall only be considered. However, Downtime of less than 1 hour shall not be more than 2(Two) times in a month. In the event of downtime of less than 1 hour is more than 2(Two) times in a month all downtime shall be considered as downtime.
- b. As soon as the uptime falls below this guaranteed level of 99.5%, TTL will be entitled to avail service credits, equivalent to a pre-determined Multiplication Factor of the Downtime [basis of determination].
- c.  $\text{Downtime \%} = (99.50\%) \text{ minus (Actual Uptime \%)}$
- d. The uptime percentages will be calculated upto two decimal points, e.g. 98.87%.
- e. The downtime will be calculated in days, rounded up to the two decimal points. Each 1% downtime down time is equal to 3.65 days. The pre-determined Multiplication Factors for downtime below 99.5% to arrive at applicable service credits are shown in the Table 1 below. These factors are applicable only for the slab against which they are indicated.
- f. The Maintenance credits shall be calculated on an annual basis. The maximum service credit for a year available is 28.29 days, which corresponds to service level of 95.00%.

Some representative examples of calculation of the service credits are shown in the notes to Table 1.

- i) Table 1, along with the sample calculations is shown below.

**Table 1:**

	Uptime Percentage		Multiplication Factor for downtime below 99.50% to calculate service credits in hours
	From	To	
	99.49%	99.00%	0.5
	98.99%	98.00%	1.0
	97.99%	97.00%	1.5
	96.99%	96.00%	2.0
	95.99%	95.00%	3.0

**Notes:**

- i) **Calculation of % Uptime**

The link availability in terms of % uptime is calculated as below and then rounded up to two decimal points:



## WEBEL TECHNOLOGY LIMITED

$$\% \text{ Up time} = \left\{ \frac{(365 \text{ days} \times 24 \text{ hours} \times 60 \text{ min.}) - \text{Valid link down time}^*}{(365 \text{ days} \times 24 \text{ hours} \times 60 \text{ min.})} \right\} \times 100$$

\* Valid link down time is that link downtime after the exclusions enumerated in the Exclusion clause of this Agreement.

### ii) Examples of Maintenance credit calculations:

For example if the Up time is 95.0%, then

- i. As per Table 1 above, each slab of down time has a unique multiplication factor.

The Mathematical Equation of the Calculation will be as follows:

**Total Maintenance Credit =**

$$\begin{aligned}
 & (99.49 \text{ to } 99.00 = 0.5 \% \text{ down time} \times \text{Factor } 0.5) \\
 + & \\
 & (98.99 \text{ to } 98.00 = 1 \% \text{ down time} \times \text{Factor } 1.0) \\
 + & \\
 & (97.99 \text{ to } 97.00 = 1 \% \text{ down time} \times \text{Factor } 1.5) \\
 + & \\
 & (96.99 \text{ to } 96.00 = 1 \% \text{ down time} \times \text{Factor } 2.0) \\
 + & \\
 & (95.99 \text{ to } 95.00 = 0.5 \% \text{ down time} \times \text{Factor } 3.0)
 \end{aligned}$$

- ii. The actual figure of calculation looks like this for the above:

1% of down time = 365 days

**Total Maintenance Credit =** 0.5 % X 0.5 + 1% X 1.0 + 1% X 1.5 + 1% X 2 + 1 % X 3

= 0.25% + 1% + 1.5% + 2% + 3%

= 0.9125+ 3.65 + 5.475 + 7.30 + 10.95 (days)

Total Maintenance Credit = 28.29 days

### **Exclusions**

Down time due to following situations will not be considered for the purpose of penalty calculation

- Schedule maintenance by the service provider with prior intimation
- Force majeure events

## **WEBEL TECHNOLOGY LIMITED**

- If latency of any link is more than what is specified in SLA for continuous 30minutes during normal business hours then financial penalty would be applicable to the tune of Rs.500/- per hour for higher latency.

MTTR will not be calculated in EBH except for data centre.

MTTR will be allowed only for two downtime events for each location in a month.

As business critical applications will be running on the Customer's Network, any extended downtime as mentioned below will severely affect customer's business causing substantial financial and reputation loss. Therefore, to avoid such losses, the successful bidder should take adequate steps to deliver the desired uptime.

The customer will have periodical review of the availability/performance of links. If the links are down continuously for a longer time or non-fulfillment of various parameters in functioning of links, the customer may terminate the contract fully or partly, if required.

### **Other Contractual Obligations of the Successful Bidder**

The following are the general terms and conditions proposed to be included in the Contract.

1. Wherever contractual arrangements are necessary, it will be the sole responsibility of the Successful Bidder to make all necessary contractual arrangements across all components of the solution.
2. All equipments and services to be supplied by the successful bidder in response to this Tender and under the resultant contract must be eligible for export to India for use as per the contract, under the existing regulations of the country(s) of origin.
3. **Network equipments required for the links, at two locations for all types of last mile connectivity other than Routers should be supplied and maintained by the successful bidder. The necessary Data cabling, Electrical cabling, and all other infrastructure required for the connectivity upto the Router / LAN segment of the location should be provided by the bidder.**
4. The bidder should provide and ensure adequate protection for their network equipments against contingencies like heavy rains, wind, monkey attacks etc. The bidder should factor such local factors and provide necessary protection like platform/monkey cages/snow shield, wherever necessary, without any additional cost. Cost required for these provisioning may be included in the project cost.

**To complete this job, the Successful Bidder should arrange for the required labour and other materials on his own.**

5. All the specifications and other related literature & information, provided by the Service Provider as agreed, will also form a part of the agreement.
6. The bill of material containing item-wise details in respect of Supply & Maintenance of Bandwidth by the Successful Bidder, must be furnished along with the prices thereof, in the commercial bid and as per the terms and conditions contained in this document.
7. The successful bidder will abide by the job safety, insurance, customs and immigration measures prevalent and the laws in force in India, and will indemnify the Customer against all demands or responsibilities arising from accidents or loss of life, the cause of which is the Successful Bidder's negligence. The Successful Bidder will pay all indemnities arising from such incidents and will not hold the Customer responsible or obligated.
8. The Successful Bidder shall be responsible for, and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.

## **WEBEL TECHNOLOGY LIMITED**

9. The Successful Bidder shall work closely with the customer's staff, act within its own authority, and abide by directives issued by the Customer that are consistent with the terms of the Contract.
10. The Successful Bidder shall be responsible for managing the activities of its personnel and any sub-contracted personnel, and will hold itself responsible for any misdemeanors/loss/expenses.
11. The Successful Bidder shall appoint an experienced Representative to manage its performance of the Contract. The Representative shall be authorized to accept orders and notices on behalf of the Successful Bidder, and to generate notices and commit the Successful Bidder to specific courses of action within the scope of the Contract. The Representative may be replaced only with the prior written consent of the Customer. The Successful Bidder shall be solely responsible for the performance of the contract to the satisfaction of the Customer.
12. **Site Visits:** Site visits may be sought at the discretion of the Customer. Bidders shall arrange for visits to customer sites/Bidder's own NOC/PoP/any other office/location at their own cost.

**WEBEL TECHNOLOGY LIMITED**

**SECTION - R**

**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: Installation of two (02) numbers 1Gbps P2P/MPLS connectivity and two (02) numbers 1Gbps Internet Leased Line for DR site of WBSDC at Purulia under the Department of Information Technology & Electronics, GoWB.**

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/WBSDC/CON/22-23/049 dated 16.03.2023 for installation of two (02) numbers 1Gbps P2P/MPLS connectivity between DR Purulia and WBSDC kolkata and two (02) numbers 1Gbps Internet Leased Line for DR site at Purulia under the Department of Information Technology & Electronics, 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 .....2023