

WEBEL TECHNOLOGY LIMITED

NOTICE INVITING e-TENDER

e-Tender are invited for empanelment of System Integrators for various Applications and Database hosted at WBSDC from different Department/Directorate and other Organizations of Government of West Bengal.

Reputed System Integrators having sufficient experience and credentials for successful completion of “**Similar Nature**” of work in a Government Department/PSU/Autonomous Body or any reputed organization. Bidder must have adequate Service Engineer for providing on-site warranty service within the stipulated time.

1	Tender No. & Date	WTL/WBSDC/SI/23-24/004 dated 11.05.2023
2	Tender Version No.	1.0
3	Brief description of Job	Empanelment of System Integrators for various Applications and Database hosted at WBSDC from different Department/Directorate and other Organizations of Government of West Bengal.
4	Tender Fee	Rs.5000.00 (Rupees Five thousand only) The amount to be transferred online through e-tender portal.
5	Earnest Money Deposit	Rs.50,000.00 (Rupees Fifty Thousand only) The amount to be transferred online through e-tender portal.
6	Date of Downloading	11.05.2023
7	Pre-Bid Meeting date & time	18.05.2023 at 12.00 Hrs. (On-Line Meeting) <ul style="list-style-type: none">• Pre-Bid meeting will be organizing online platform only. Only queries as per format (Section - N) reaching WTL by 17.05.2023 at 15.00 hrs. Interested 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.• Only queries as per format (Section – N) reaching WTL by 17.05.2023 at 15.00 Hrs. will be taken for decision.• Queries will be sent to Manager (Purchase) purchase@wtl.co.in
8	Bid Submission Start date & time	26.05.2023 at 14.00 Hrs.
9	Last date & time of EMD & Tender Fee submission	Before Uploading of Tender
10	Last date & time of Bid Submission	31.05.2023 at 13.00 Hrs.
11	Date & time of Technical Bid Opening	02.06.2023 at 13.00 Hrs.
12	Office Address of Webel Technology Ltd.	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
13	Contact person	Purchase Department 033-23673403-06

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

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SECTION – A

INTRODUCTION, SCOPE OF WORK & RESPONSIBILITY

Introduction

West Bengal State Data Centre is operational since last more than 10 years and hosting applications and databases of State Government Department/Directorate. As on date total applications hosted are SDC is more than 300. Out of which it was also observed that few of them are mission critical and flagship in nature, such as applications of Chief Minister's Office, Backward class welfare, Health and Family Welfare, School Education, Higher Education, Food and Supplies, Women and Child Development and Social Welfare Planning and Statistics etc. However, monitoring and management of the infrastructure and services of these applications became a concern for the Department of IT&E, as there is no dedicated team on behalf of SDC/IT&E to perform these activities on regular basis. For ensuring this program runs smoothly and provide seamless service delivery as first level of support is necessary, it was envisaged that this gap can be mitigated by bringing the technical services in the field of Database Administration and System Integration.

e-Tender are invited for empanelment of System Integrators for various Applications and Database hosted at WBSDC from different Department/Directorate and other Organizations of Government of West Bengal.

Bidder also would assist Department/Directorate Application team for providing System Admin service, Database Admin Service, Change Management Service, Data transferring /migration and testing of the applications and database maintenance support and other related service for the computing infrastructure provided by WBSDC. Bidder must have adequate Service Engineer for providing on-site support service within the stipulated time.

SCOPE OF WORK & RESPONSIBILITY OF SI

a) System Administration and Management Service

1. The empanelled System Integrator will be responsible for providing System Administration and Management Services of the Departmental VM/Servers.
2. Key Responsibilities of the System Integrator would be as follows but not limited to:
3. Understanding customer requirements: The system integrator needs to understand the specific requirements of the departments, such as the goals and objectives, timeline etc.
4. Identifying components: The system integrator must identify the components and subsystems required to build the VM for each departmental application, such as hardware, software, and network components etc.
5. Sourcing components: The system integrator may source the required components from various vendors and suppliers, and on behalf of respective department may negotiate pricing and delivery schedules.
6. Integration and testing: The system integrator must integrate the components and subsystems and test the system to ensure it meets the department's requirements.
7. Documentation and training: The system integrator may help respective departments to create documentation, such as user manuals, installation guides, and training materials, to help the department to use and maintain the system.
8. Technical support: The system integrator may provide ongoing technical support to the department, troubleshoot problems, and make upgrades or improvements as needed.

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9. Project management: The system integrator must manage the project, including tasks such as scheduling, team management and risk management.
10. Installation and Configuration: The System integrator must carry out necessary installation of different service packages and configuration
11. Security Point Closure: The System Integrator need to close the VA/PT points time to time basis.
12. Monitoring all servers, Storage through VPN and other monitoring tools /script in daily basis.
13. Servers Operating system installation, re-installation, configuration, re-configuration, update the patch, additional software installation along with configuration, performance tuning and periodic updates.
14. Diagnosis of Hardware and Operating system related issues and immediate reporting to FM with a resolution / work around.
15. Implementation, configuration & Monitoring of NTP, DNS Server
16. Access of Staging & Development Server given to Departmental user for deployment of Application after prior approval.
17. Periodic Password change for all server and devices as per the policy.
18. Checking and configuration of OS level Firewall as per requirement.
19. Co-ordinate with OS & Backup Software OEM for resolution.
20. Configuration of LUN/Partitions/RAID on Storage & Server
21. Monitoring of Storage performance
22. Preparation of weekly report for Server & Storage
23. OS Hardening and Other System Admin related job.
24. Support Time: System Integrator need to provide 24x7x365 days supports.

b) Database Administration and Management Service

Database administrator's (DBA) primary job is to ensure that data is available, protected from loss and corruption, and easily accessible as needed by respective departments as mentioned above.

Key Responsibilities of the DBA would be as follows but not limited to:

1. Software Installation and Maintenance: DBA will collaborate on the initial installation and configuration of a new database. The system integrator sets up hardware and deploys the operating system for the database server, and then the DBA will install the database software and configures it for use.
2. Data Extraction, Transformation, and Loading refers to efficiently importing large volumes of data that have been extracted from multiple systems into a data warehouse environment.

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3. **Specialized Data Handling:** Databases can be massive and may contain unstructured data types such as images, documents, voice, and video files. Managing a very large database (VLDB) may require higher-level skills and additional monitoring and tuning to maintain efficiency.
 4. **Database Backup and Recovery:** DBA may create backup and recovery plans and procedures based on industry best practices, then make sure that the necessary steps are followed.
 5. **Review Database accessibility:** Setting up employee access is an important aspect of database security. DBA in consultation with respective Department will control who will access and what type of access they are allowed.
 6. **Database Security:** DBA needs to know potential weaknesses of the database software and the department's overall system and work to minimize risks.
 7. **Capacity Planning:** DBA needs to know how large the database currently is and how fast it is growing in order to make predictions about future needs.
 8. **Continuous monitoring of Database for performance:** Monitoring databases for performance issues is part of the ongoing system maintenance a DBA performs. If some part of the system is slowing down processing, the DBA may need to make configuration changes to the software.
 9. **Database Tuning:** Performance monitoring shows where the database should be tweaked to operate as efficiently as possible.
 10. **Troubleshooting:** DBAs are on call for troubleshooting in case of any problems. Whether they need to quickly restore lost data or correct an issue to minimize damage.
 11. **Installation, Re-installation & Configuration of Database as per project requirement after consultation with Departmental Development team**
 12. **Installation, Re-installation & Configuration and patch update of Database**
 13. **Diagnosis and resolution of Database errors and issues.**
 14. **Monitoring of Database health, log and usages of Database of all Servers.**
 15. **Periodic password change and password policy implementation in production and Database.**
 16. **Performance tuning, period password changing, user creation, profile creation.**
 17. **Resolution of user issues faced in Production / Staging system.**
 18. **Daily, weekly, monthly report preparation as per requirement.**
 19. **Coordinate with Application Development team for any other Database related job.**
 20. **Any other related Database related job**
 21. **Support Time: DBA service needs to provide 24x7x365 days supports.**
- C) Project Management:** Selected bidder will be required to perform the following project management tasks for the assigned areas:
- a. **Provide a detailed strategy and work plan for their scope of work.**
 - b. **Identify and address functional/technical issues that may arise during the project.**

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- c. Provide a strategy for data transferring/migration from existing infrastructure to augmented infrastructure
- c) **Technical Tasks for Project Implementation:** Selected bidder will be required to perform the following technical tasks for the assigned areas:
 - a. SI team will be maintaining day to day activities of existing Database performance customization, if any as per project requirement.
 - b. The SI has to tune the computing infrastructure including OS, system software, database, application servers and utilities as per the requirements.
 - c. Post migration health check / assessment.

Scope of Work & Responsibility of Department / Directorate and other organization

Respective Application owner of different Department / Directorate/ other organization will provide necessary coordination between Application Development team and SI and also provide necessary VPN and other related service from WBSDC authority through SDC hosting portal.

Scope of Work & Responsibility of WBSDC

WBSDC will provide necessary Virtual Machines, Storage space, OS as per requirement of Department / Directorate/other organization. WBSDC also provide necessary Load Balancing facility, Network Security, Backup facility (Backup requirement provided by the Department/Directorate). WBSDC will provide necessary working space to SI on temporary basis for urgent maintenance work of respective VM's of respective Department / Directorate.

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SECTION – B

ELIGIBILITY CRITERIA

1. The bidder must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or OPC or Proprietary Firm. Documentary (Certificate of incorporation/Relevant document) evidence to be submitted.
2. The bidder should have their presence in Kolkata. Valid proof (Trade License/GST Certificate and other valid documents) should be submitted along with the bid.
3. The bidder should have valid GST Registration Certificate, PAN & Trade License. Bidder shall have to submit photocopy of the documents.
4. The bidder shall have executed “Similar Nature” of four orders an amount not less than Rs. 1 (One) Crore in total in last five financial years (considering FY - 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) & current financial year in Government Department /PSU/Autonomous Body any reputed organization. References order copy for the project to be provided.
5. The bidder should have minimum 50 numbers of Manpower for these skills namely (a) System Admin (b) Database Admin (c) Application platform Support Service personnel, in their payroll. Certificate from HR department certificate with the named resources has to be submitted.
6. Bidder should have call center number. Call Center details for Bidder with number & detailed to be submitted.
7. The bidder should have an annual turnover of not less than Rs.50.00 crore each year in the last three financial years (FY – 2019-20, 2020-21 & 2021-22). Bidder shall have to submit Audited Accounts / Auditor Certificate in support of their claim.
8. The bidder shall have Quality Certificate (ISO 9001:2015 & CMMI Level 3). Copy of valid Certificate to be submitted.
9. The bidder shall submit Bid Form (Section – F) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.
10. Bidder shall submit NIT Declaration (Section - Q) duly signed by the authorized signatory of the company as per the format. Deviation in format may not be accepted.
11. The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal (as per DIT guidance note issued on 26-Dec-2011). Declaration on bidder’s letter head to be submitted.

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SECTION – C

DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	11.05.2023
2	Documents download/sale start date (Online)	11.05.2023
3	Last Date and time of sending the queries (Offline)	17.05.2023 & 15.00 Hrs.
4	Pre Bid Meeting at DEPARTMENT/DIRECTORATE Office (Off Line/Online)	18.05.2023 & 12.00 Hrs.
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	26.05.2023 at 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)	31.05.2023 at 13.00 Hrs.
10	Bid opening date & time for Technical Proposals (Online)	02.06.2023 & 13.00 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)	-

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SECTION – D

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 within 7 days of issuance of the Letter of Award.

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

“Contract” is used synonymously with Agreement.

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

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

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

“Installation” means installation of supplied Hardware & Software.

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

“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 providing Operation & Maintenance Support / Facility Management Support for IT infrastructure including System Admin Service, Database Admin Service.

“Project” Empanelment of System Integrators for various Applications and Database hosted at WBSDC from different Department/Directorate and other Organizations of Government of West Bengal.

“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.

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“**LOI**” means issuing of Letter of Intent shall constitute the intention of the Department / Directorate to place the Work Order with the successful bidder.

“**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.

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

“**WBSDC**” means West Bengal State Data Center, Moni Bhandar, Salt Lake

“**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 Department / Directorate / Other Organization of GoWB.

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

“**SI**” means System Integrator

2. PRE BID MEETING

Pre-Bid meeting will be organizing online platform only. The meeting will be held on 18.05.2023 at 12.00 hrs. Only queries as per format (Section - N) reaching WTL by 17.05.2023 at 15.00 hrs. Interested bidders are requested to send mail to purchase@wtl.co.in for participation of online pre-bid meeting. Based on request WTL will share meeting id / links for meeting. If there is any change in date and time then will inform.

3. COST OF BIDDING

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

4. BID DOCUMENT

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

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, WTL reserves the right to add/modify/delete any portion of this document by issuance of 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.

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

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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 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 / BID SECURITY 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:
 - Accept the work order along with the terms and conditions.
 - Furnish performance security.
 - Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
 - 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/Purchase Order 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/Purchase Order. The PBG should be valid for six month 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.

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15. TENURE OF CONTRACT

One Year after renewal as per performance

16. LOCATION OF INSTALLATION & SUPPORT

WEST BENGAL STATE DATA CENTRE, 1ST FLOOR, MONI BHANDAR, BLOCK-EP & GP, SECTOR - V, SALT LAKE CITY, KOLKATA - 700 091 AND PROPOSED DC CUM DR SETUP AT PURULIA IT PARK, 2ND FLOOR

17. LIQUIDATED DAMAGE / PENALTY

As per Service Level Agreement (Section – E)

18. LIABILITY

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

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

For any direct loss or damage that exceeds the total payment for Contract Price made or expected to be made to the Contractor hereunder.

19. PATENTS & COPYRIGHT

If a third party claims that a product delivered by the Contractor to DEPARTMENT/DIRECTORATE infringes that party's patent or copyright, the Contractor shall defend DEPARTMENT/DIRECTORATE 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 DEPARTMENT/DIRECTORATE.

- 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, DEPARTMENT/DIRECTORATE would permit Contractor to enable DEPARTMENT/DIRECTORATE 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, DEPARTMENT/DIRECTORATE agrees to return the product to Contractor on Contractor's written request. Contractor will then give DEPARTMENT/DIRECTORATE a credit equal to for a machine. DEPARTMENT/DIRECTORATE 's net book value (provided DEPARTMENT/DIRECTORATE has followed generally accepted accounting principles for a generally available software product produced by Contractor (Program) the amount paid by DEPARTMENT/DIRECTORATE or 12 months charges (whichever is lesser) and for materials the amount paid by DEPARTMENT/DIRECTORATE for the materials. These will be Contractor's entire obligation regarding any claim of infringement.

20. SUSPENSION OF WORK

DEPARTMENT/DIRECTORATE 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 DEPARTMENT/DIRECTORATE. The Contractor shall recommence work immediately after receiving a notice to do so from DEPARTMENT/DIRECTORATE. The whole or

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any part of the time lost for such delay or suspension shall, if DEPARTMENT/DIRECTORATE in its absolute discretion thinks fit, but not otherwise, be added to the time allowed for completion.

21. TERMS OF PAYMENT

Payment will be made on quarterly deferred basis. Quarterly O&M / Facility Management Support charges will be calculated as: (total value of Facility Management Support charges)/4 (4 quarter = One year).

22. GOVERNING LAWS

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

23. CORRUPT OR FRAUDULENT

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

24. 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.

25. WORKMEN'S COMPENSATION

In every case in which by virtue of the provision of the workmen's compensation Act 1923 or any other relevant acts and rules, compensation to a workmen employed by the contractor, is payable, then this should be done by the Contractor. If DEPARTMENT/DIRECTORATE 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. DEPARTMENT/DIRECTORATE shall not be bound to contest any claim made against the Contractor in respect of workmen's compensation.

26. CONTRACTOR'S EMPLOYEES

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

27. SAFETY MEASURES

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

28. EQUIPMENT

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

29. SUB-CONTRACT

The purchaser (DEPARTMENT/DIRECTORATE) does not recognize the existence of Sub-Contractors. The Contractor's responsibility is not transferable.

30. TERMINATION FOR DEFAULT

DEPARTMENT/DIRECTORATE 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 DEPARTMENT/DIRECTORATE in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from DEPARTMENT/DIRECTORATE. 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 DEPARTMENT/DIRECTORATE will invoke the amount held back from the contractor as PBG.

31. BANKRUPTCY

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

32. FORCE MAJEURE

It is hereby defined as any cause, which is beyond the control of the Contractor or DEPARTMENT/DIRECTORATE 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.

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- Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.
- Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine and plague.
- Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.

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

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

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

- Constitute a default or breach of the contract.
- Give rise to any claim 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.

33. 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.

34. 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 10% of the contract value as security in the form of Performance Bank Guarantee from any nationalized bank as per format enclosed (Section – P).

35. CONTRACTOR'S RESPONSIBILITIES

Refer Section – A (Scope of Work & Responsibility)

36. NO WAIVER OF RIGHTS

Neither the inspection by DEPARTMENT/DIRECTORATE or any of their agents nor any order by DEPARTMENT/DIRECTORATE for payment of money or any payment for or acceptance of the whole or any part of the works by DEPARTMENT/DIRECTORATE, nor any extension of time, nor any possession taken by DEPARTMENT/DIRECTORATE shall operate as a waiver of any provision of the contract or of any power reserved to DEPARTMENT/DIRECTORATE, 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.

37. 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

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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 DEPARTMENT/DIRECTORATE 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 DEPARTMENT/DIRECTORATE resulting from any cancellation. DEPARTMENT/DIRECTORATE shall then be entitled to deduct the amount so payable from any monies otherwise due to the contractor under contract.

38. ENFORCEMENT OF TERMS

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

39. PERIOD OF VALIDITY OF OFFER

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

40. TAXES & DUTIES

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

41. DISCREPANCIES IN BID

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

42. BID DUE DATE

The online tender has to submitted not later than the due date and time specified in the Important Dates Sheet. DEPARTMENT/DIRECTORATE may as 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 DEPARTMENT/DIRECTORATE and the bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

43. LATE BID

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

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44. OPENING OF BID BY DEPARTMENT/DIRECTORATE

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 DEPARTMENT/DIRECTORATE premises at scheduled date & time.

45. CONTACTING WTL

Bidder shall not approach DEPARTMENT/DIRECTORATE officers beyond office hours and/or outside DEPARTMENT/DIRECTORATE office premises from the time of the Bid opening to the time of finalization of successful bidder. Any effort by bidder to influence DEPARTMENT/DIRECTORATE 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 DEPARTMENT/DIRECTORATE, it should be in writing following the procedure mentioned hereinabove.

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

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

47. BID CURRENCIES

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

48. PRICE

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

49. CANVASSING

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

50. NON-TRANSFERABILITY OF TENDER

This tender document is not transferable.

51. FORMATS AND SIGNING OF BID

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

52. WITHDRAWAL OF BID

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

53. INTERPRETATION OF DOCUMENTS

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

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54. 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.

55. PREPARATION OF TENDER

Tender shall be submitted in accordance with the following instructions:

- a) Tenders shall be submitted in the prescribed forms. Digital signatures shall be used. Where there is conflict between the words and the figures, the words shall govern.
- b) All notations must be in ink or type written. No erasing or overwriting will be permitted. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto and must be initialed in ink by the person or persons signing the tender.
- c) Tenders shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No written, oral, telegraphic or telephonic proposals for modifications will be acceptable.
- d) Tenders shall be uploaded as notified on or before the date and time set for the opening of tenders in the Notice Inviting Tenders.
- e) Tenders subject to any conditions or stipulations imposed by the bidder are liable to be rejected.
- f) Each and every page of the tender document must be signed with company seal by the bidder.
- 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.

56. 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.

57. 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.

58. 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.

59. DEEMED ACCEPTANCE

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

60. QUALITY CONTROL

- The contractor is obliged to work closely with DEPARTMENT/DIRECTORATE act within its authority and abide by directive issued by them on implementation activities.

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- The contractor will abide by the safety measures and free DEPARTMENT/DIRECTORATE 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 DEPARTMENT/DIRECTORATE 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 DEPARTMENT/DIRECTORATE.
- DEPARTMENT/DIRECTORATE reserves the right to inspect all phases of contractor's operation to ensure conformity to the specifications. DEPARTMENT/DIRECTORATE 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 DEPARTMENT/DIRECTORATE 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.

61. SITE NOT READY

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

62. 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 DEPARTMENT/DIRECTORATE 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. DEPARTMENT/DIRECTORATE reserve the right to increase or decrease the quantity specified in the tender.
- f) DEPARTMENT/DIRECTORATE 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) DEPARTMENT/DIRECTORATE 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 DEPARTMENT/DIRECTORATE 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.

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- m) The customer DEPARTMENT/DIRECTORATE at its discretion may extend the deadline for the submission of Bids.
- 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 – E

SERVICE LEVEL AGREEMENT & EXIT MANAGEMENT

Incident/Service Request Response Time

Type of Incident	Target	Penalty
Critical	T = 15 Minutes	No Penalty
	T1 = T+ 15 Minutes	0.5% of the quarterly quoted amount for every unattended call
	T2 = T1+30 Minutes	1% of the quarterly quoted amount for every unattended call
	> T2	2% of the quarterly quoted amount for every unattended call
Medium	1 Hour	No penalty
	> 1 Hour and < =3 Hours	0.5% of the quarterly quoted amount for every unattended call
	> 3 Hours	1% of the quarterly quoted amount for every unattended call
Low	2 Hours	No Penalty
	> 2 Hours and < = 4 Hours	0.5% of the quarterly quoted amount for every unattended call
	> 4 Hours	1% of the quarterly quoted amount for every unattended call

- a) The start time for the incident/request will be taken from the time the call is logged in the helpdesk system or request e-mail provided for the service.
- b) The response time of the incident will be taken when the incident status is changed to in progress or when intimated the status of the incident for the first time to the requester.
- c) Penalty, if any, will be levied on per call basis for every incident/request.

A. Incident/Service Request Resolution Time

Type of Incident	Target	Penalty
Critical	T = 1 hour	No Penalty
	T1 = T+1 hour	0.5% of the quarterly quoted amount for every unattended call
	T2 = T1+1 hour	1% of the quarterly quoted amount for every unattended call

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Type of Incident	Target	Penalty
	> T2	2% of the quarterly quoted amount for every unattended call
Medium	1 day from the time of incident/request received	No penalty
	> 1 day and < =2 days	0.5% of the quarterly quoted amount for every unattended call
	> 2 days	1% of the quarterly quoted amount for every unattended call
Low	2 days from the time of incident/request received	No Penalty
	> 2 days and < = 4 days	0.5% of the quarterly quoted amount for every unattended call
	> 4 days	1% of the quarterly quoted amount for every unattended call

- a) The start time for the incident/request will be taken from the time the call is logged in the helpdesk system or request e-mail provided for the service.
- b) The closure time of the incident/request will be taken when the incident is fully closed to the satisfaction of the person who requested it.
- d) Penalty, if any, will be levied on a per call basis for every incident/request.

1. Exit Management:

1.1 Purpose

- i. This clause sets out the provisions which will apply on expiry or termination of the contract.
- ii. In the case of termination of contract due to illegality, The State or its nominated agencies will decide at that time whether, and if so during what period, the provisions of this clause shall apply.
- iii. The Parties shall ensure that their respective associated entities, authorized representative of or its nominated agencies and the Selected Bidder carry out their respective obligations set out in this Exit Management Clause.

1.2 Cooperation and Provision of Information during the exit management period

- i. The Selected Bidder will allow The State or its nominated agencies access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable it to assess the existing services being delivered.
- ii. Promptly on reasonable request by The State or its nominated agencies, Selected Bidder shall provide access to and copies of all information held or controlled by it which have prepared or maintained in accordance with the contract. The State or its nominated agencies shall be entitled to

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copy all such information. Such information shall include details pertaining to the services rendered and other performance data. The Selected Bidder shall permit The State or its nominated agencies and/or any replacement bidder to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the Bidder and to assist appropriate knowledge transfer.

1.3 Confidential Information, Security and Data

1. The Selected Bidder will promptly on the commencement of the exit management period supply to The State or its nominated agencies the following:

i. Information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance in relation to the services; and

ii. Documentation relating to Intellectual Property Rights; and The State's data and confidential information; and

iii. All current and updated departmental data as is reasonably required for purposes of The State or its nominated agencies transitioning the services to its Replacement Bidder/ new vendor in a readily available format; and

iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable The State or its nominated agencies, or its Replacement vendor to carry out due diligence in order to transition the provision of the Services to the State or its nominated agencies, or its Replacement Operator (as the case may be).

2. Before the expiry of the exit management period, the Selected Bidder shall deliver to The State or its nominated agencies all new or up-dated materials from the categories set out in point (1) above, and shall not retain any copies thereof, except that the Bidder shall be permitted to retain one copy of such materials for archival purposes only.

Before the expiry of the exit management period, unless otherwise provided under the contract, The State or its nominated agencies shall deliver to the Selected Bidder all forms of Bidder confidential information which is in the possession or control of The State or its nominated agencies or its users.

1.4 Employees

1. Promptly on reasonable request at any time during the exit management period, the Selected Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to The State or its nominated agencies a list of all employees (with job titles) of the Selected Bidder dedicated to providing the services at the commencement of the exit management period;

2. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Selected Bidder to The State or its nominees, or a Replacement Vendor ("Transfer Regulation") applies to any or all of the employees of the Bidder, then the Parties shall comply with their respective obligations under such Transfer Regulations.

3. To the extent that any Transfer Regulation does not apply to any employee of the Selected Bidder, The State or its nominated agencies. or its Replacement Vendor may make an offer of employment or

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contract for services to such employee of the Selected Bidder and the Selected Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by The State or its nominated agencies or any Replacement Vendor

1.5 Transfer of certain agreements

On request by The State or its nominated agencies, the Selected Bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as The State may require in favour of Govt. of West Bengal or its nominated agencies, or its Replacement Vendor in relation to any equipment lease, maintenance or service provision agreement between Selected Bidder and third party lessors, vendors, or Vendor, and which are related to the services and reasonably necessary for the carrying out of replacement services.

1.6 Right of Access to Premises

a) At any time during the exit management period, where Assets are located at the Selected Bidder's premises in relations to this project, the Selected Bidder will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) Govt. of West Bengal or its nominated agencies, and/or any Replacement Vendor in order to inventory the assets or Assets.

The Selected Bidder shall also give The State or its nominated agencies, or any Replacement Vendor right of reasonable access to the Selected Bidder's premises and shall procure The State or its nominated agencies and any Replacement Vendor rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the contract as is reasonably necessary to migrate the services to The State or its nominated agencies, or a Replacement Vendor.

1.7 General Obligations of Selected Bidder

- a) The Bidder shall provide all such information as may reasonably be necessary to effect as seamless handover as practicable in the circumstances to The State or its nominated agencies or its replacement Vendor and which the Bidder has in its possession or control at any time during the exit management period.
- b) For the purposes of this Clause, anything in the possession or control of any Selected Bidder or associated entity is deemed to be in the possession or control of the Selected Bidder.
- c) The Selected Bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

1.8 Exit Management Plan

a) The Selected Bidder shall provide to The State or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the contract as a whole and in relation to the Project Implementation. The Operation and Management SLA and scope of work.

I. A detailed programme of the transfer process that could be used in conjunction with a Replacement Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer. and

II. Plans for communication with such of the Bidder's staff, suppliers, customers and any related third

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party as are necessary to avoid any material detrimental impact on department's operations as a result of undertaking the transfer; and

III. If applicable, proposed arrangements for the segregation of the Selected Bidder 's networks from the networks employed by The State or its nominated agencies and identification of specific security tasks necessary at termination; and

- a) Plans for provision of contingent support to The State or its nominated agencies, and Replacement Vendor for a reasonable period after transfer for the purposes of providing service for replacing the Services.
- b) The Selected Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- c) Each Exit Management Plan shall be presented by the Bidder to and approved by The State or its nominated agencies.
- d) In the event of termination or expiry of the contract each Party shall comply with the Exit Management Plan.
- e) During the exit management period, the Bidder shall use its best efforts to deliver the services.

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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: Empanelment of System Integrators for various Applications and Database hosted at WBSDC from different Department/Directorate and other Organizations of Government of West Bengal.

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/SI/23-24/004 dated 11.05.2023, 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. Earnest Money Deposit & Tender Fee: We have transferred EMD & Tender Fee amount online through e-Tender portal.
5. We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.
6. If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.
7. We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to ten percent (10%) 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 without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Thanking you, we remain,

WEBEL TECHNOLOGY LIMITED

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

Signature & Authorized Verified by

.....
Signature

.....
Name in full

.....
Designation

.....
Company Stamp

Dated, thisday of2023

WEBEL TECHNOLOGY LIMITED

SECTION – G

TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT

1. EVALUATION PROCEDURE

- The Eligibility Criteria (Section - B) 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

Financial Proposal of the bidders qualifying in the evaluation of Eligibility Criteria will be evaluated. The bidder who has qualified in the Eligibility Criteria evaluation and returns with lowest quote (L1) in financial bid. Line item wise L1 bidder & next two bidders will be considered for empanelment at Line item wise L1 price. **Respective Department / Directorate / Other Organization of GoWB will select SI from empanelled list as per L1 price.**

WEBEL TECHNOLOGY LIMITED

SECTION – H

GUIDANCE FOR E-TENDERING

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

- **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 Document1 (scanned & join in pdf format then upload)

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

Technical Document2 (scanned & join in pdf format then upload)

1. N I T Declaration duly stamped & signed in letter head, Section - Q
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.

WEBEL TECHNOLOGY LIMITED

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

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

Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES	A1. CERTIFICATES	<ul style="list-style-type: none"> • GST Registration Certificate • PAN • Trade License • Document as per Section – B
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	<ol style="list-style-type: none"> 1. Document as per Section – B 2. Declaration as per Clause no. 11 of Section – B
		B2. COMPANY DETAILS 2	<ul style="list-style-type: none"> • Company Profile (Not more than 3 pages) • ISO Certificate as per Section – B
C	CREDENTIAL	CREDENTIAL 1	Order copies as per Section – B
		CREDENTIAL 2	<ul style="list-style-type: none"> • Product brochure • Other documents, if any
D	DECLARATION	DECLARATION 1	List of Clients as per format (Section – O)
		DECLARATION 2	Financial Capability of Bidder as per format (Section – L)
		DECLARATION 3	Bidder's Details as per format (Section – L)
		DECLARATION 4	Details of Order Executed as per format (Section – K)
		DECLARATION 5	Declaration as per Clause no.5 of Section – B Certificate as per Clause no.8 of Section – B
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

WEBEL TECHNOLOGY LIMITED

SECTION – I

EXISTING INFRASTRUCTURE

Following infrastructure and other related services deployed at WBSDC and to be installed at proposed DC cum DR site at Purulia

No. of Applications	Nos. of VM's	No. of App / Web VM's	No. of DB/ File VM's	Operating System	Database Software
200+	1500+	1000+	500+	RHEL, Windows, Ubuntu	MS SQL, Postgres, Maria DB, MySQL

WEBEL TECHNOLOGY LIMITED

SECTION – I

BILL OF MATERIAL

Sl. No.	Item Description	Qty.	Unit
1	Operation & Maintenance Support / Facility Management Support Service including System Admin and other related support service as per the scope of work of Section - A	1	VM
2	Operation & Maintenance Support / Facility Management Support Service including Database Admin Support and other related support service as per the scope of work of Section - A	1	VM

WEBEL TECHNOLOGY LIMITED

SECTION – K

DETAILS OF ORDERS EXECUTED BY BIDDER

(Tender No. WTL/WBSDC/SI/23-24/004 dated 11.05.2023)

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 Network Security Device).
- 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 – L

FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/WBSDC/SI/23-24/004 dated 11.05.2023)

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 – M

BIDDERS'S DETAILS

(Tender No. WTL/WBSDC/SI/23-24/004 dated 11.05.2023)

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	<p>Is the firm</p> <ul style="list-style-type: none"> ▪ a Government/ Public Sector Undertaking ▪ a propriety firm ▪ a partnership firm (if yes, give partnership deed) ▪ a limited company or limited corporation ▪ a member of a group of companies, (if yes, give name and address and description of other companies) ▪ a subsidiary of a large corporation (if yes give the name and address of the parent organization). If the company is subsidiary, state what involvement if any, will the parent company have in the project. 	
8	Is the firm registered with 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	<p>What type best describes your firm? (Purchaser reserves the right to verify the claims if necessary)</p> <ul style="list-style-type: none"> ▪ Manufacturer ▪ Supplier ▪ System Integrator ▪ Consultant ▪ Service Provider (Pl. specify details) ▪ Software Development ▪ Total Solution provider (Design, Supply , Integration, O&M) ▪ IT Company 	

WEBEL TECHNOLOGY LIMITED

14	Number of Offices in district headquarter in West Bengal	
15	Is your organization has 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 – N

FORMAT FOR PRE-BID MEETING QUERY

(Tender No. WTL/WBSDC/SI/23-24/004 dated 11.05.2023)

Name of the Bidder:

Queries

Sl. No.	Section No.	Clause No.	Page No.	Queries

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 – O

LIST OF CLIENTS OF SIMILAR ORDERS

(Tender No. WTL/WBSDC/SI/23-24/004 dated 11.05.2023)

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-PERFORMANCE GUARANTEE

Ref Bank Guarantee no.....

Date.....

PROFORMA OF BG FOR SECURITY DEPOSIT

KNOW ALL MEN BY THESE PRESENTS that in consideration of WEBEL TECHNOLOGY LIMITED, a Government of West Bengal Undertaking incorporated under the Companies Act, 1956 having its Registered office at 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 filed against us within 6 months from _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter)

(6) The Guarantee herein contained shall not be determined or 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 DEPARTMENT/DIRECTORATE 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 DEPARTMENT/DIRECTORATE.

WEBEL TECHNOLOGY LIMITED

SECTION - Q

NIT DECLARATION

(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: Empanelment of System Integrators for various Applications and Database hosted at WBSDC from different Department/Directorate and other Organizations of Government of West Bengal.

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/SI/23-24/004 dated 11.05.2023 for Empanelment of System Integrators for various Applications and Database hosted at WBSDC from different Department/Directorate and other Organizations of Government of West Bengal, 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, thisday of2023