

WEBEL TECHNOLOGY LIMITED

NOTICE INVITING e-TENDER

e-Tender are invited for Selection of System Integrator for Establishment of High Performance Data Center Infrastructure at Monibhandar and DR site Purulia.

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 technical support skills for providing on-site warranty service within the stipulated time.

1	Tender No. & Date	WTL/WBSDC/HPDC/23-24/051 dated 09.01.2024
2	Tender Version No.	1.0
3	Brief description of Job	Selection of System Integrator for Establishment of High Performance Data Center Infrastructure at Monibhandar and DR site Purulia
4	Tender Fee	Rs. 10000.00 (Rupees Ten Thousand only).The amount to be Transferred online through e-tender portal.
5	Earnest Money Deposit	Rs.50,00,000.00 (Rupees Fifty Lakh only).The EMD / BID SECURITY should be denominated in Indian Rupees and should be in the form of Bank Guarantee valid for 6 months from the date of bid submission.
6	Date of Downloading	09.01.2024
7	Pre-Bid Meeting date & time	17.01.2024 at 15.00 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 - O) reaching WTL by 16.01.2024 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 – O) reaching WTL by 16.01.2024 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	24.01.2024 at 14.00 Hrs.
9	Last date & time of EMD / BID SECURITY & Tender Fee submission	Before uploading of tender
10	Last date & time of Bid Submission	30.01.2024 at 13.00 Hrs.
11	Date & time of Technical Bid Opening	01.02.2024 at 13.00 Hrs.
12	Venue of Pre-Bid Meeting	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
13	Contact person	033-23673403-06

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SECTION – A

SCOPE OF WORK & RESPONSIBILITY

Establishment of High Performance Data Center Infrastructure at Monibhandar and DR site Purulia

Introduction

West Bengal State Data Centre (WBSDC) is a critical IT infrastructure of the State of West Bengal, which has been performing as Shared, Secure and Reliable Infrastructure Services-centre for hosting and managing various e-Governance Applications of the State and her constituent departments.

SDC is a centrally-managed secure data centre facility with 24 x 7 support facilities for hosting web-applications backed with uninterrupted power supply & fail-safe internet connectivity.

Department of Information Technology & Electronics, GoWB planning for Establishment a High Performance Data Center Infrastructure at Monibhandar as DC and DR setup at Purulia for providing Infrastructure as a Service and Database as a Service through deployment of high computing infrastructure cloud consolidation platform for Oracle DB tier for various existing projects developed on Oracle Database like West Bengal Integrated Financial Management System (WBIFMS), Directorate of Commercial Taxes G2G Service and G2C service other govt. Databases.

Objective of the Project

Establishment of High Performance Data Center Infrastructure at Monibhandar as DC and DR setup at Purulia is an important and necessity for ensure high availability of Database, Security of Database, Scalability of Database, Consolidation of Database and also ensure real time replication of Database between High Performance Data Center infrastructure from WBSDC-Monibhandar to High Performance Data Center Infrastructure at DR setup of Purulia with proper Three-Data-Center Disaster Recovery and shrinking recovery point objective (RPO), to achieve zero data loss Near-zero recovery time objective (RTO), for faster recovery of mission-critical applications like WBIFMS, Commercial Taxes in case of disaster.

Proposed High Performance IT infrastructure capacity of Monibhandar and Purulia DR site is being considered as same capacity to ensure shrinking recovery point objective (RPO), to achieve zero data loss Near-zero recovery time objective (RTO), for faster recovery of Applications in case of

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disaster also 100% replication of Data between WBSDC-Kolkata to DR setup at Purulia. Following key points has been considered for establishment of High Performance Data Center Infrastructure.

- High Speed. HPCs are designed for fast-speed processing.
- Infrastructure as a Service (IaaS)
- Platform as a Service (PaaS)
- Database consolidation as a Service (DaaS)
- high computing infrastructure cloud consolidation platform
- Reduced Cost. Since HPC systems have a high processing speed, applications run faster, and therefore answers to complex calculations are yielded quickly.
- Reduced Physical Testing.
- Accessibility anywhere, with any device.
- Ability to get rid of most or all hardware and software.
- Centralized data security. ...
- Higher performance and availability.
- Quick application deployment.
- Instant business insights.
- Business continuity.
- Price-performance and cost savings.
- Improved Quality of Work : A high-performance culture emphasizes quality, leading to improved work outcomes and user satisfaction.
- The key benefits in running databases on High Performance Infrastructure are ease of getting started, durable and scalable storage, and the ability to run real application clusters to improve availability with Database Cloud Service can run single-instance shapes or two-node RAC shape.
- Scalability: Databases are highly scalable, allowing them to handle large amounts of data and users.
- Customization: Oracle Apex provides customizable themes and templates, allowing developers to create unique and visually appealing applications.

Scope of Work for the Project

The brief scope of work including Delivery, Installation, integration and maintenance is outlined below in the following broad categories.

1. Delivery of High Performance Cloud Infrastructure at Monibhandar and Purulia DR site.
2. Installation and activation of License of High Performance Cloud Infrastructure at Monibhandar and Purulia DR site.

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3. Configure disaster recovery for Monibhandar site, at Purulia Data Centre..
4. Health Checkup and Maintenance of High Performance Cloud Infrastructure at Monibhandar and Purulia DR site to be provided by the bidder.

Database Cloud appliance for DB tier – Qty 2 for Monibhandar and Qty. 2 for DR site Purulia

Minimum sizing of each Database Cloud appliance at each site

DB Consolidation Platform at Primary Site			
Description	Min Qty	Min Duration of operation	Clustering Type
DB Consolidation Platform	1	48 months	
Installation & Activation Service	1	1	
Database Physical core - (License will be provided by us) - 24hrs/day	20	35040 hrs	Active - Active
Database Physical core - (License will be provided by us) - 12hrs/day	10	17520 hrs	Active - Active
Database Physical core - All DB Licenses with enhancement options - 24hrs/day - Production	10	35040 hrs	Active - Active
Database Physical core - All DB Licenses with enhancement options - 12hrs/day - Production	10	17520 hrs	Active - Active
Database Physical core - All DB Licenses with enhancement options - 12hrs/day - Non-Production	10	17520 hrs	Active - Active
DB Consolidation Platform at DR Site			
Description	Qty	Duration	
DB Consolidation Platform	1	48 months	
Installation & Activation Service	1	1	
Database Physical core - (License will be provided by us) - 24hrs/day	20	35040 hrs	Active - Active
Database Physical core - (License will be provided by us) - 12hrs/day	10	17520 hrs	Active - Active
Database Physical core - All DB Licenses with enhancement options - 24hrs/day - Production	10	35040 hrs	Active - Active
Database Physical core - All DB Licenses with enhancement options - 12hrs/day - Production	10	17520 hrs	Active - Active

Solution Type: The solution shall deliver the highest performing converged platform in a true subscription-based consumption model.

Installation : The systems offered in the solution shall be deployed by a specialized OEM engineer. Deploy the system in data centre, connect the system to network, and configure the system to communicate with the public cloud of the same OEM. Before handing over the system

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the OEM shall do an end-to-end validation of the system to ensure it is ready for deploying databases.

Placement : The solution shall be offered behind data centre firewalls to meet data sovereignty, security, and governance requirements.

Workload Types : The solution shall have the flexibility to be used as a platform for the following. OLTP, Cloud Data Warehouse, In-memory Analytics, In-database Machine Learning Database Consolidation

Infrastructure Management: The solution shall offer GoWB IT staff with a self-service, & with no infrastructure management which shall further reduces administrative costs by eliminating system management completely.

Bandwidth & Latency : The solution shall be offered with minimum 100Gbps active-active internal network fabric for providing more bandwidth & least latency.

High Availability : The solution shall be offered with high availability. All necessary hardware & software required to achieve the same shall be provided.

Management Servers : The solution offered should be with Management Servers. The Management Software to be installed on minimum 2 Servers to host the secure tunnel endpoint & act as a gateway for access to the infrastructure. It should also host components that orchestrate the cloud automation, aggregate and route telemetry messages from the environment to the OEM Support Centre. IT staff shall be able to manage the solution & perform life cycle management operations for databases running on the platform using these Management Servers. IT staff shall be able to connect to the cloud console through a secure link using a web browser, command line interface (CLI), or REST APIs & perform activities like. User administration, create/modify/delete VM clusters and databases, backup, restore, patching, auditing, track our usage & bill, CPU Dynamic scaling etc.

Identity Management : The solution shall be offered with a sophisticated identity management system which shall allow multiple departments or groups to share a tenancy. Policies shall be used to grant fine grain permissions within a single database for separation of duty. For example, one administrator could be responsible for backup and another for patching.

Backup : The solution shall offer automatic built-in database backup facilities, with weekly full backups and daily incremental backups. Copy 1 shall be on the local disk & Copy 2 shall be in the Object Storage service in the public cloud of the same OEM.

Security : The security features of the solution shall segregate data access and OEM operations and ensure that data that enters or leaves is secure, data that resides on the system is secure, access to the system is secure, and the code that runs on the system is secure.

The solution shall offer automation to further enhance security by enforcing strong passwords and data encryption on all databases and making it fast and easy for us to keep databases updated with the latest security patches.

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The systems offered in the solution shall have vendor signed firmware on most hardware components to ensure hardware components will only run valid code from the vendor that supplied that component.

The solution shall offer Hardware acceleration that delivers near-native encryption and decryption speed so that encryption can always be used for all database data. The decryption processing shall be done at the storage tier only. In-case decryption is done at the compute tier min 30% additional resources shall be provided.

The solution shall offer token based SSH that provides secure access to our virtual machines.

The solution shall offer comprehensive logging and auditing that tracks access and modification.

The solution shall be offered with minimal Linux distribution which ensures that just the packages needed to run Databases are installed and enabled.

Scaling : The solution shall allow us to easily scale system as business conditions change. Shall be able to scale CPU, memory, local disk space and storage allocated to the VMs from the unified web-based console. This will avoid the costly practice of sizing for the highest possible peak workload, which is often required for on-premises systems and with reserved cloud capacity solutions common to the cloud providers.

Performance Range : The solution will be designed in a manner of deliver performance within the following ranges as it scales:

DB Physical cores – Min 300 - 1000

SQL Read IOPS - Min 4 Mn - 20 Mn

SQL Write IOPS - Min 2 Mn – 6 Mn

Usable disk space - Min 200TB – 600TB

Service Level Objective : The offered solution shall provide a Service Level Objective of 99%.

Database Server Hardware : Hardware shipment and Installation, Monitor (e.g., Hardware faults), Identification and resolution of issues, Incident Management and Change Management

Database Server Hosts : Software Installation and Initial Configuration Monitor Upgrades (e.g., major Software Updates), Updates (e.g., minor Software Updates), OS Security and other Patches, Backup / Restore (OS), Identification and resolution of issues, Tune, Incident Management, Change Management, Firmware updates

Virtual Machines : Initial Software Installation and Initial Configuration

Storage Hardware : Hardware shipment and Installation, Monitor (e.g., Hardware faults) Identification and resolution of issues, Incident Management, Change Management Faulty parts replacements (e.g., disks, flash cards etc.), Firmware updates

Storage Software : Software Installation and Initial Configuration Monitor, Upgrades (e.g., major Software Updates), Updates (e.g., minor Software Updates), OS Security and other Patches, Identification and resolution of issues, Incident Management, Change Management Tune

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Networking (Fabric and Management switches) and PDU : Hardware shipment and Installation, Monitor (e.g., Hardware faults), Identification and resolution of issues Incident Management, Change Management, Firmware updates

Operating System Support : The OEM shall offer the following support for the Operating System

24x7 telephone and online support, Around-the-clock access to enhancements, updates, and errata, Linux Management, Spacewalk support, High availability with Cluster ware, Comprehensive tracing, Linux load balancer, Comprehensive indemnification, Container runtime for Dockers, Linux Virtualization Manager, Zero-downtime patching, Linux Automation Manager/Engine, Linux high availability services support.

Total Support Coverage Tenure

Four Years

Operation & Maintenance Support Service

Selected Bidder will provide four (4) years Operation & Maintenance Support from the date of final acceptance of deployed infrastructure. Technical resources at WBSDC-DC. Valid back to back OEM support warranty will be provided during O&M support service.

Supply: Entrusted bidder must supply and RFP and Work Order. All supplies must be certified, new and RoHS compliant. Supplied components must satisfy the minimum guiding specifications and guidelines, as applicable, proprietary technology must be mentioned against each component. Bidder is allowed to propose only one make / model per system or software required for the proposed solution. Bids with optional offers would be summarily rejected.

Installation, Integration & Implementation: Installation, integration & implementation will be governed by the stated guidelines and associated standards & in line with the scope of work defined in this document. Installation, integration & implementation of all IT hardware components, system software, required tuning of the computing infrastructure including hardware, network, system software, database, application servers and utilities for optimal performances, registration of components with OEM or developer for post installation warranty support are the sole responsibility of the Bidder.

Project Management: Selected bidder will be required to perform the following project management tasks for the assigned areas:

- Provide a detailed strategy and work plan for their scope of work including migration to High-performance Database ~~existing~~ Cloud Infrastructure
- Identify and address functional/technical issues that may arise during the project.
- Provide a strategy for data transferring/migration from existing infrastructure to augmented cloud infrastructure.

Delivery at DC & DR Site: The successful Bidder will install the Hardware at the designated installation sites. The equipment shall be delivered at site location and all arrangements for loading/unloading, movement etc. shall be done by the successful bidder. The Bidder will make all necessary arrangement for hosting equipment's & transportation of materials (raw and/or fabricated) at site of work. WTL will not provide any equipment to the successful Bidder for any site work.

Packing, Unpacking, unloading & etc. : The Vendor is responsible for installation and configuration of systems at sites including unpacking of cartons / boxes, assembling, wiring,

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cabling between hardware units and connecting to power supplies. The Contractor will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.

Installation, Re-installation & Migration: Installation/ re-installation, configuration / re-configuration, Migration and all other activities related to Hardware / Software/ DB/ HA/ Third party tools are the responsibility of the Bidder during entire contract period. Necessary License for End point security, OS and RDBMS will be procured separately.

Cleaning: Site Preparation & cleaning checking & fixing, aligning of structures, final cleaning of site after completion of the work shall be under the scope of the Successful Bidder. No separate payment will be made towards this and the cost, if any, will be deemed to be included in the total contract price.

Site Inspection: The Bidder, before submitting his tender, is suggested to visit the site and ascertain the local conditions, labor rules, availability of construction materials, traffic restrictions, and all obstructions in the area and also ascertain all site conditions. After the award of work no additional claims will be entertained on these accounts under any circumstances.

Coordination with other agencies: The successful Bidder shall coordinate with other agencies working at the site for the successful and timely implementation of the work.

Damage during implementation: Ensuring that no other equipment/structure/setup gets damaged due to Bidder's activities. Any damages if caused to WTL's property due to Bidder's negligence shall be passed on Successful Bidder's account and will be recovered from Bills of service provider.

Back to Back OEM Service Agreement : The Bidder is to furnish Authorization/ Undertaking including back to back service arrangement for comprehensive maintenance from the OEMs of IT and other systems and solutions that will be provided as part of solution during contract. The Authorization/Undertaking must be submitted on OEMs letter head and OEM back to warranty certificate with warranty tenure as per RFP terms including serial number all deployed product should be submitted.

Cloud & other related Migration: Bidder to implement migration from existing On-prem Infrastructure to the new High-performance Database cloud infrastructure

Data Migration: Bidder to implement migration (Data, Application and other related service, job & etc.) from existing On-prem Infrastructure to the new High-performance Database cloud infrastructure. Bidder to implement of replication of data from DC-DR for database replication would be implemented. Post implementation bidder should demonstrate failover & fail-back to proof successful replication implementation. Weekly report on (a) Data sync certification between DC-DR must be submitted on every Monday.

Stabilization Period: The System shall be under stabilization period of minimum two months post Go Live and shall be monitored closely for any issue. The issue shall be addressed immediately so that no stoppage of business shall happen. All the deployed solution like HA, failover, failback, backup, restore, performance, CPU utilization, RAM Utilization, storage etc. shall be tested, monitored and any issue arising shall be addressed.

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Additional Component : Any component, license that has been missed out in this specification but is required to complete the solution shall be provided by the bidder. Any component, license that has been mentioned but a higher quantity or volume is required to complete the solution shall be provided by the bidder.

Patch Management: Bidder or Selected SI should conduct periodic patch management as per recommendation from respective OEM and consultation.

License: All Subscription/Licenses, OEM warranty certificate issued by respective OEM. Respective License should be in the name of **Government of West Bengal**.

Testing : Entrusted bidder must test the installed and integrated systems(s) in-situ and produce system generated report showing that all asked-for minimum specifications and guidelines are met. Integration and testing of components may be jointly done by the WTL/Directorates and entrusted Bidder / System Integrator

OEM responsibility: Bidder to include confirmation from the respective OEMs for the products / solution proposed by them for the following:

- a) All product specific compliance information has been certified by the OEM
- b) OEM has not withheld any information about the product / solution that undermines the objectives of the proposed solution
- c) After final acceptance of successful installation, commissioning and integration bidder will submit warranty coverage for four years (warranty start date from the date of final acceptance).
- d) For any change in system part no. / Serial no. of any hardware / software from the time of submission of offer till completion of the contract (for reasons like model changes or replacement systems), bidder should notify the change to the purchaser in written with supporting justification letter from the respective OEM for the change. The Purchaser reserves the right to accept or reject such changes.

Ownership: After acceptance, porting of business information on ICT infrastructure, IT Department/ WTL will be the sole owner of the information repository, and associated processes. The ownership of the high-performance cloud can be with the OEM or Govt. of West Bengal.

Warranty Period: The entire system along with all the installed components shall be under comprehensive maintenance support for 4 years contract after successful final acceptance of the entire system. The scope of work shall cover manpower, spares and service. For all the installed Hardware and software, the bidder should have back to back agreement with respective OEMs for technical services, spares and support during the entire period of contract.

Site survey may be allowed to ascertain detailed site specific requirements. Only one visit will be allowed per bidder who will participate in pre-bid meeting.

The DC & DR site will be operated and maintained by the bidder on 24x7 basis for a total period of 4 years from the date of final acceptance and "GO LIVE".

Rack Space & other facility : WBSDC authority will provide necessary Server Rack space, Cooling, Network Connectivity at WBSDC, Monibhandar (DC) and Purulia DR site for smooth implementation of High Performance Data Center Setup.

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SECTION – B

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.

“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 Directorate of Commercial Taxes and eventually GoWB 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 Shall include supply, installation, operations and maintenance of infrastructure viz. Database / Middleware, VMs, Servers, network equipment etc. pertaining to Data Center and/or Data warehouse management.

“Project” Selection of System Integrator for Establishment of High Performance Data Center Infrastructure at Monibhandar and DR site Purulia

“AMC” means Annual Maintenance Contract.

“O&M” means Operation & Maintenance

“FMS” means Facility Management Support

“SIA” means State Implementation Agency

“SNA” means State Nodal Agency

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“**QGR**” means Quarterly Guaranteed Revenue

“**SLO**” Service Level Objective

“**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.

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

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

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

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

“**Service Down Time**” (SDT) means the time period when specified services with specified technical and operational requirements as mentioned in section titled “WARRANTY SUPPORT” are not available to Gov. of W. Bengal and its user departments and organizations.

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

2. PRE BID MEETING

Pre Bid Meeting will be held on 17.01.2024 at 15.00 hrs. (On-Line Meeting). Bidder can send their queries as per format (Section - O) 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

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.

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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

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 / BID SECURITY) / 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 / BID SECURITY

EMD / BID SECURITY 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 / BID SECURITY 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:

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

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

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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 months more than the Warranty period. All delivery of the material will have to be completed within 24 weeks from the date of acceptance of contract or the contractor has to ensure all activities leading to the commissioning of the contract to be completed within 24 weeks 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. DELIVERY & PROJECT COMPLETION SCHEDULE

Within 12 weeks after receiving of final work order. If delivery of materials delayed due to current shortage of semiconductors, competent authority may take necessary permission for additional timeline after receiving of justification.

Final Acceptance: After completion of successful installation of delivered materials / Services as per RFP.

Stabilization Period: After Final Acceptance of installed materials / Services as per RFP, Installed system (Entire) shall be under stabilization period of minimum two months post Go Live.

Go-Live: After two months of stabilization period system may declared Go-Live. 4 years warranty of the entire system will start from the date of Go-Live instead of Final Acceptance.

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 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

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- 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.

Sl. No.	Job	Payment Schedule / Milestones	Remarks
1.	On Delivery of Entire High Performance Data Center Infrastructure at DC / DR	80% of Basic value of delivered items + 100% of Tax amount of Basic value will release for DC / DR site	Payment release on successful check of all/part of the delivered equipment by WTL
2.	PAT / Installation & Commissioning of delivered High Performance Data Center Infrastructure	20% of Basic value of delivered items will release	Payment release on successful PAT/Installation & Commissioning of all the installed IT Infra

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

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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.

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 workman employed by the contractor, is payable, then this should be done by the Contractor. If WTL is obliged to make any compensation under the said rules and acts, then the amount shall be recovered without prejudice, from the bills and due of the Contractor. WTL shall not be bound to contest any claim made against the Contractor in respect of workmen's compensation.

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 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

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the site of work and the department shall not be responsible for any loss or damage to any of this equipment 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.

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 from 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. SERVICE LEVEL AGREEMENT (SLA)

Licenses

The system software licenses mentioned in the Bill of Materials shall be genuine, perpetual, full use and should provide upgrades, patches, fixes, security patches and updates directly from the OEM. All the licenses and support (updates, patches, bug fixes, etc.) should be in the name of Government of West Bengal.

All the licenses and support (updates, patches, bug fixes, etc.) should be in the name of Government of West Bengal. SI shall provide a comprehensive warranty that covers all components after the issuance of the final acceptance. The warranty should cover all materials (if applicable), licenses, services, and support for both hardware (if applicable) and software. SI shall administer warranties with serial number and warranty period. SI shall transfer all the warranties to WTL at no additional charge at the time of termination of the project. All back to back OEM warranty documentation (no expiry) will be delivered to WTL.

Capacity Building / Training

Overview

The SI would be required to provide training on various aspects to enable effective use of the new system to achieve the envisaged outcomes. The scope of work of the SI related to Capacity Building & Change Management is described in this section. Capacity building will include the following:

Preparation of Training material

- a) Training Materials: The following minimum training materials will be required to be prepared by the SI to facilitate the training of users:

FAT & Go-Live

SI will assist in successful completion of Final Acceptance Testing (FAT) and audit of the system on the completion of the roll-out of each phase and will submit a Go-Live Report for each phase. The Final Acceptance Testing (FAT) for rolled-out application shall be tested for both remotely & onsite basis.

The application tested for acceptance testing & Final Acceptance Testing is observed over one month for Stabilization, Reliability & Consistency of the solution. On being consistent, reliable and efficient over a period of time the solution is said to be declared Go-Live. The application & resources should be well equipped such that SI is able to comprehensively meet the SLA / performance requirements.

Go-Live

Go-Live is declared by WTL when the proposed solution becomes operational after successful conclusion of all acceptance tests to the satisfaction of the Department

Sign-off Deliverables

FAT Report signed off from the concerned department Go-Live report

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Scope of Services - Operation and Maintenance Phase This phase starts from the successful completion of “Go-Live”.

The SI is responsible for the Comprehensive maintenance of all components of the project for the Contract period of 5 years from the date of Go-Live.

Success of the Project would rely on how professionally and methodically the entire Project is managed once the implementation is completed. From the Systems Integrator perspective, this is a critical phase since the quarterly payments are linked to the SLA's in the post implementation phases. System Integrator, thus, is required to depute a dedicated team of professionals to manage the Project and ensure adherence to the required SLAs.

Overview of Post Implementation Services

An indicative list of activities and nature of support to be provided is mentioned below:

System Administration and Trouble Shooting

- A. Overall monitoring and management of all IT infrastructure deployed by the SI
- B. Repair or replace infrastructure deployed for this Project.
- C. Replace component due to technical, functional, manufacturing or any other problem with a component of the same make and configuration. In case the component of same make and configuration is not available, the replacement shall conform to open standards and shall be of a higher configuration and shall be approved by the Department
- D. Perform system administration tasks such as managing the user access, creating and managing users, taking backups etc.
- E. Performance tuning of the system to ensure adherence to SLAs and performance requirements as indicated in the RFP.

Database Administration and Trouble Shooting

- A. Undertake end-to-end management of database on an on-going basis to facilitate smooth functioning and optimum utilization including regular database backup and periodical testing of backup data, conducting configuration review to tune database, maintaining the necessary documentation and managing database schema, disk space, user roles, and storage.

Overall

- A. Undertake preventive maintenance (any maintenance activity that is required before the occurrence of an incident with an attempt to prevent any incidents) and carry out the necessary repairs and replacement of parts wherever needed to keep the performance levels of the hardware and equipment in tune with the requirements of the SLA. Such preventive maintenance shall not be attended during working hours of the State Departments, unless inevitable and approved by WTL / respective Departments.
- B. Undertake reactive maintenance (any corrective action, maintenance activity that is required post the occurrence of an incident) that is intended to troubleshoot the system with sufficient teams

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- C. Escalate and co-ordinate with its OEMs for problem resolution wherever required
- D. The SI shall be required to comply with various policies relating to monitoring and management of infrastructure such as IS Policy, backup and archival policy, system software update policy etc. of the State.
- E. Provide a centralized Helpdesk and Incident Management Support till the end of contractual period
- F. Recurring refresher trainings for the users, training to new users and Change Management activities

Warranty Support – IT compute Infrastructure (for additional system software)

As part of the warranty services SI shall provide:

SI shall provide a comprehensive warranty and on-site free service warranty for 5 years from the date of Go Live for all equipments & project components.

SI shall provide the performance warranty in respect of performance of the installed software developed by the SI to meet the performance requirements and service levels in the RFP.

SI is responsible for sizing and procuring the necessary IT compute Infrastructure and software licenses as per the performance requirements provided in the RFP. During the warranty period SI shall replace or augment or procure higher-level new equipment or additional licenses at no additional cost to the State in case the procured hardware or software is not adequate to meet the service levels.

During the warranty period SI shall maintain the systems and repair / replace at the installed site, at no charge

The SI shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.

Any component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA)

Monitoring and Management Services

The system integrator shall provide the following monitoring and management services for the DC/DR and for the help desk.

- ✓ Server Monitoring, Administration & Management Services
- ✓ Database Administration & Management Services
- ✓ Storage Administration & Management Services
- ✓ Backup & Restore Services
- ✓ Security Administration Services.

Server Monitoring, Administration & Management Services

The activities shall include but not limited to:

- ✓ Configuration of server parameters, operating systems administration and tuning.
- ✓ Operating system administration, including but not limited to management of users, processes, resource contention, preventive maintenance and management of updates & patches to ensure that the system is properly updated.
- ✓ Re-installation in the event of system crash/failures.
- ✓ Maintenance of a log of the performance monitoring of servers including but not limited to monitoring CPU, disk space, memory utilization, I/O utilization, etc.

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- ✓ Event log analysis generated in all the sub systems including but not limited to servers, operating systems, databases, applications, security devices, messaging, etc.
- ✓ Ensuring that the logs are backed up and truncated at regular intervals.
- ✓ Periodic health check of the systems, troubleshooting problems, analysing and implementing rectification measures.
- ✓ Identification, diagnosis and resolution of problem areas and maintenance of assured SLA levels.
- ✓ Implementation and maintenance of standard operating procedures for maintenance of the infrastructure.
- ✓ Management of the user names, roles and passwords of all the relevant subsystems, including, but not limited to servers, applications, devices, etc.
- ✓ System administration activities shall include tasks including but not limited to setting up the servers, executing hardware and software updates when necessary., OS and application software platform installation, performance monitoring, fine tuning as per application requirement, coordination with software development team, etc.

Database Administration & Management Services

The activities shall include but not limited to:

- ✓ End-to-end management of database on an ongoing basis to ensure smooth functioning of the same.
- ✓ Management of changes to database schema, disk space, storage and user roles.
- ✓ Conduct code and configuration reviews to provide tuning inputs to relevant stakeholders for improving the application performance or resolve bottlenecks, if any.
- ✓ Performance monitoring and tuning of the databases on a regular basis including, preventive maintenance of the database as required.
- ✓ Management of database upgrade or patch upgrade as and when required with minimal downtime.
- ✓ Regular backups for all databases in accordance with the backup and archive policies and conduct recovery whenever required with appropriate permissions
- ✓ DBA activities shall include tasks but not limited to database installation, configuration, replication, data protection services, performance monitoring, fine tuning, backup and restoration, etc

Backup and Restore Services

The activities shall include but not limited to:

- ✓ Backup of operating system, database and application as per stipulated policies.
- ✓ Monitoring and enhancement of the performance of scheduled backups, schedule regular testing of backups and ensure adherence to related retention policies.
- ✓ Ensuring prompt execution of on-demand backups of volumes, files and database applications whenever required by department or in case of upgrades and configuration changes to the system.
- ✓ Real-time monitoring, log maintenance and reporting of backup status on a regular basis. Prompt problem resolution in case of failures in the backup processes.
- ✓ Media management including, but not limited to, tagging, cross-referencing, storing, logging, testing, and vaulting in fire proof cabinets.
- ✓ Ongoing support for file and volume restoration requests.
- ✓ A backup of all transactions shall be done so that in case of any disaster / emergency at the Data Centre, the DR will have all the data.

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- ✓ SI shall be responsible for supply, install, test & commission of the backup storage of the archival of data.

Security Administration Services

The activities to be carried out under security administration shall include, but not limited to:

- ✓ Addressing the ongoing needs of security management including, but not limited to, monitoring of various devices / tools such as firewall, intrusion detection, content filtering and blocking, virus protection, and vulnerability protection through implementation of proper patches and rules.
- ✓ Root domain administration by creating the root and sub-domains and setting the root level security policies such as authentication mechanisms (single/multi factor),
- ✓ Password policies such as password length, password complexity, password expiry, account lockout policy, certificate policies, IPSEC policies, etc.
- ✓ Maintaining an updated knowledge base of all the published security vulnerabilities and virus threats for related software and microcode, etc.
- ✓ Ensuring that patches / workarounds for identified vulnerabilities are patched / blocked immediately.
- ✓ Respond to security breaches or other security incidents and coordinate with respective OEMs in case of a new threat is observed to ensure that workaround / patch is made available for the same.
- ✓ Provide a well-designed access management system, security of physical and digital assets, data and network security, backup and recovery etc.
- ✓ Maintenance and management of security devices, including, but not limited to maintaining firewall services to restrict network protocols and traffic, detecting intrusions or unauthorized access to networks, systems, services, applications or data, protecting email gateways, firewalls, servers, from viruses.
- ✓ Ensuring that the security policy is maintained and updates to the same are made regularly as per ISO 270001, ISO 20000 and BS 15000 guidelines.
- ✓ Investigate All Suspicious Activities. ...
- ✓ Maintain Secure Monitoring Tools. ...
- ✓ Liaise With And Delegate To The Rest Of The SOC Team. ...
- ✓ Review And Report On All Cybersecurity Processes. ...
- ✓ Keep All Security Programs And Resources Up To Date.
- ✓ Review, report, take corrective measures for all security incidents

Liaison with stakeholders

The SI shall coordinate and liaise with the key stakeholders of the project, respective departments, Third party vendors engaged by the line departments for developing services covered under the Ease of doing business framework. Such coordination and liaison is highly critical to the success of the project.

Warranty and Support

The SI shall warrant that the IT Computing Infrastructure supplied for this Project shall have no defects arising from design or workmanship or any act or omission of the SI. The warranty shall remain valid for the Contract period on all the items supplied as per the Contract.

The SI shall replace any parts/ components of the IT infrastructure supplied for the Project if the components are defective and during the entire warranty period the SI shall apply latest upgrades for all the hardware components after appropriate testing. WTL will not pay any additional costs

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separately for warranty and the overall IT infrastructure cost quoted by the SI shall include the same.

The SI shall be held solely responsible for performance and service levels of any infrastructure deployed by the SI as part of this Contract.

Knowledge Transfer

At the end of the Contract period, the SI will be required to provide necessary handholding and transition support to designated staff or any other agency that is selected for maintaining the system post the Contract with the SI. The handholding support will include but not be limited to, conducting detailed walkthrough and demonstrations for the IT Applications, handing over all relevant documentation, addressing the queries/clarifications of the new agency with respect to the working / performance levels of the infrastructure, conducting training sessions etc.

Knowledge Transfer is an integral part of the scope of work of the SI. This will have to be done even in case the Contract with the Bidder ends or is terminated before the planned timelines.

Please note that the above requirements are only indicative but not exhaustive. If any other work involved in the assignment for the purpose of meeting the project objectives would be the responsibility of the SI.

33. 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 – R).

34. SI/BIDDER/CONTRACTOR'S /OEM RESPONSIBILITIES

Refer Section –A (Scope of Work & Responsibility)

35. 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.

36. 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.

37. 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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38. 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.

39. TAXES & DUTIES

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

40. 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.

41. 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.

42. LATE BID

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

43. 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.

44. 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.

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

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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.

46. BID CURRENCIES

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

47. 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.

48. 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.

49. NON-TRANSFERABILITY OF TENDER

This tender document is not transferable.

50. 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.

51. 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.

52. 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.

53. 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.

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- 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.

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. FINAL INSPECTION

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

56. 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.

57. ERASURES OR ALTERNATIONS

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

58. 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.

59. 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.

60. DEEMED ACCEPTANCE

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

61. QUALITY CONTROL

- The contractor is obliged to work closely with WTL and/or Department, act within its authority and abide by directive issued by them on implementation activities.
- The contractor will abide by the safety measures and free WTL and the concerned Department 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 Department responsible.

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- 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/Department.
- WTL reserves the right to inspect all phases of contractor's operation to ensure conformity to the specifications. WTL shall have engineers, inspectors or other duly authorized representatives made known to the contractor, present during the progress of the work and such representatives shall have free access to the work at all times. The presence or absence of representatives of WTL does not relieve the contractor of the responsibility for quality control in all phases.
- The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

62. 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/manuscript 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.
- 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 – C

ELIGIBILITY CRITERIA

1. The bidder / Group Company 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/ Group Company should have valid GST Registration Certificate & PAN. Bidder shall have to submit photocopy of the documents.
3. The bidder/group company shall have undertaken “Similar Nature of work” of at least three (03) orders each of an amount not less than Rs. 5 Crore, over the preceding seven financial years in Government Department /PSU/Autonomous Body /any reputed organization in the country. At least one of such projects shall have been completed during the preceding seven financial years. Reference order copies for the project to be submitted.

OR

The bidder/group company shall have undertaken “Similar Nature of work” of at least five (05) orders totalling of an amount not less than Rs. 20 Crore, over the preceding Seven financial years in Government Department /PSU/Autonomous Body /any reputed organization in the country.

4. Bidder should submit escalation matrix with all details for resolutions of technical and administrative issues.
5. The bidder / Group Company should have an average annual turnover of not less than Rs. 100 Crore per year in the last five financial years (FY 2018-19, 2019-20, 2020-21, 2021-2022 & 2022-2023). Bidder shall have to submit Audited Accounts in support of their claim.
6. The bidder / group Company should submit Manufacturer’s tender specific authorizations for High Performance Data Center Infrastructure must be submitted as per format enclosed (Section - K). Authorization to be submitted on OEM’s letter head and signed by authorized signatory.
7. The Bidder / Group Company must have certification for the following standards: ISO 9001:2015, ISO / IEC 27001:2013, ISO / IEC 20000-1:2018. Copy of valid Certificate to be submitted.
8. The bidder / Group Company 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.
9. The bidder / group company 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. Declaration on bidder’s letter head to be submitted.

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SECTION – D

SERVICE LEVEL MANAGEMENT

SERVICE LEVEL MANAGEMENT

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

The SI and SIA shall regularly review the performance of the services being provided by the SI and the effectiveness of this SLA

Note:

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

The SI and SIA shall regularly review the performance of the services being provided by the SI and the effectiveness of this SLA

2.1. Definitions

For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

- "Uptime" shall mean the time period for which the specified services / components with specified technical and service standards are available to the state and user departments. Uptime, in percentage, of any component (IT) can be calculated as:

$$\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Scheduled Maintenance Time})]\} * 100$$

- "Downtime" shall mean the time period for which the specified services / components with specified technical and service standards are not available to the state and user departments and excludes the scheduled outages planned in advance for the West Bengal State Data Center and the link failures that are SWO's responsibility.
- "Incident" refers to any event / abnormalities in the functioning of the Data Center Equipment / specified services that may lead to disruption in normal operations of the West Bengal State Data Center services.
- "Helpdesk Support" shall mean the 24x7 Center which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.
- "Resolution Time" shall mean the time taken in resolving (diagnosing, troubleshooting and fixing) an incident after it has been reported at the helpdesk. The resolution time shall vary based on the severity of the incident reported at the help desk. The severity would be as follows:
 - Critical - Production server or other mission critical system(s) are down and no workaround is immediately available. All or a substantial portion of your mission critical data is at a significant risk of loss or corruption. You have had a substantial loss of service. Your business operations have been severely disrupted.
 - Medium - Operations can continue in a restricted fashion, although long-term productivity might be adversely affected. A major milestone is at risk. Ongoing and incremental installations are affected. A temporary workaround is available.

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- Low - Partial, non-critical loss of functionality of the software. Impaired operations of some components, but allows the user to continue using the software. Initial installation milestones are at minimal risk.

2.2. Category of SLAs

This SLA document provides for minimum level of services required as per contractual obligations based on performance indicators and measurements for the WBSDC Infrastructure (IT and Non-IT) The SI shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels. The services provided by the SI shall be reviewed by the West Bengal Electronics Industry Development Corporation Limited that shall:

- Regularly check performance of the SI against this SLA.
- Discuss escalated problems, new issues and matters still outstanding for resolution.
- Review of statistics related to rectification of outstanding faults and agreed changes.
- Obtain suggestions for changes to improve the service levels.

The SLA has been set on:

2.2.1. Implementation Service levels

The following measurements and targets shall be used to track and report the implementation performance on a regular basis. The targets shown in the following table are applicable for the duration of the contract. All the targets for the completion of the implementation activity are calculated on a weekly basis. Please note that the Bidder should provide comprehensive, end-to-end service to implement the SDC Infrastructure, including replacement of the equipment in case of physical damage. No reason shall be entertained (unless those mentioned in Force Majeure) in case of unavailability of any service given in the scope of work in this CONTRACT and the appropriate penalty shall be levied.

➤ Implementation Service Levels

Table 1: Implementation Service Levels

For purposes of this Service Level Agreement, the definitions and terms as specified in the contract along with the following terms shall have the meanings set forth below:

- “Uptime” shall mean the time period for which the specified services / components with specified technical and service standards are available to the state and user departments. Uptime, in percentage, of any component (IT) can be calculated as:

$$\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Scheduled Maintenance Time})]\} * 100$$

- “Downtime” shall mean the time period for which the specified services / components with specified technical and service standards are not available to the state and user departments and excludes the scheduled outages planned in advance for the West Bengal State Data Center and the link failures that are SWO’s responsibility.
- “Incident” refers to any event / abnormalities in the functioning of the Data Center Equipment / specified services that may lead to disruption in normal operations of the West Bengal State Data Center services.
- “Helpdesk Support” shall mean the 24x7 center which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract.

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- “Resolution Time” shall mean the time taken in resolving (diagnosing, troubleshooting and fixing) an incident after it has been reported at the helpdesk. The resolution time shall vary based on the severity of the incident reported at the help desk. The severity would be as follows:
 - a) Critical: Incidents whose resolution shall require additional investment in components or time or shall involve coordination with OEMs. These incidents shall impact the overall functioning of the SDC & DR. For example, purchase of printer, router, software bug fixing etc.
 - b) Medium: Incidents, whose resolution shall require replacement of hardware or software parts, requiring significant interruption in working of that individual component. For example, installation of operating system, replacement of switch etc.
 - c) Low: Incidents whose resolution shall require changes in configuration of hardware or software, which will not significantly interrupt working of that component. For example, installation of printer on a client etc.

2.2.2. Operation & Maintenance Service levels

IT Infrastructure Service

Levels

Following outlines the service level indicators & and the target performance levels to be maintained by the Agency during the contract period. These SLAs shall be strictly imposed and a third party audit/certification agency shall be deployed for certifying the performance of the Agency against the target performance metrics as outlined in the table below:

Table 2: IT Infrastructure Service Levels

Sl. No.	Measurement	Target	Severity	Penalty
1	Individual Server and VM Availability (including the OS, database and web/app servers which are supplied / installed and maintained by SI for hosting the web portal)	>= 99.749% (SLO)	<u>Critical</u>	No Penalty
		>=99 % <99.749% (SLO)		1% of the QGR
		>=98 % < 99 % (SLO)		2% of the QGR
		>=95 % < 98% (SLO)		3% of the QGR
		< 95 % (SLO)		Maximum of 5 of the QGR can be imposed
2	Connectivity between DC & DR	>= 99.749%	<u>Critical</u>	No Penalty
		>=99 % <99.749%		1% of the QGR
		>=98 % < 99 %		2% of the QGR
		>=95 % < 98%		5% of the QGR
		< 95 %		Maximum of 10 % of the QGR can be imposed
3	Backup Device Availability	>= 99.749% (SLO)	<u>Critical</u>	No Penalty
		>=99 % <99.749% (SLO)		1% of the QGR
		>=98 % < 99 % (SLO)		2% of the QGR
		>=95 % < 98% (SLO)		5% of the QGR
		< 95 % (SLO)		Maximum of 10 % of

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Sl. No.	Measurement	Target	Severity	Penalty
				the QGR can be imposed
		< 95 % (SLO)		Maximum of 10 % of the QGR can be imposed
5	LAN Availability (Active and passive Components of WBDC & DR)	>= 99.749%	<u>Critical</u>	No Penalty
		>=99 % <99.749%		2% of the QGR
		>=98 % < 99 %		5% of the QGR
		>=95 % < 98%		8% of the QGR
		< 95 %		Maximum of 10 % of the QGR can be imposed
6	Restore the backed up databases/ applications etc. to be initiated within 2 hours of request	Full Restore	<u>Medium</u>	1% of the QGR for > 5 violations of service parameter on every QGR
7	Scheduled downtime for Preventive maintenance Per Week, if any <ul style="list-style-type: none"> • 1am to 3am on Sundays • Any further requirement for scheduled downtime 	Notification of >= 7 days in advance	<u>Medium</u>	No Penalty
		Notification of less than 7 days		0.5% of the QGR

Note: Equipment Availability Related penalties shall be governed by the following conditions:

- The Penalty shall be calculated on a quarterly basis.
- If the SLAs drop below the lower limits specified for each component in the table above, it will be governed by the event of default / penalty clause as specified under “Section D: Instruction to the bidder” of the NIT.

Table 6: Security and Incident Management Service Level

Sl. No.	Incidents	Penalty
1	For every virus attack reported and not resolved within 24 hours from the time of patch or virus removal tool/process is available	Rs. 10,000
2	For every incidence of Denial of service attack	Rs. 200,000
3	For every incidence of Data Theft/Destroy/compromised on data Integrity (Compromise of any kind of data hosted by DR)	Rs. 5,00,000 (In addition to any other penalty, punishment applicable under the legal provisions of the Country and the State prevailing at that point in time.)
4	Host level Intrusion	Rs. 2,00,000
5	Ransomware Incident	Rs 5,00,000

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6	Missing a security incident alert of critical nature	Rs 1,00,000/- per incident
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Cloud Management Related SLA

Table 7 :Virtual infrastructure related Service Levels

Sl. No.	Measurement	Target	Severity	Penalty
1.	Provisioning and De-provisioning of Virtual Machines	Within 30 Minutes after the approval of the request by the concerned Authority	Medium	0.5% of the QGR for every 1 hours or part delay beyond the target time. To the maximum capping of 5 hrs. Beyond 5 hours, 1% of the QGR for every 1 hour.
2.	Overall Cloud Solution Availability	99.749% (SLO)	Critical	99.25% – 99.749% - 1% of QGR 98.75% - 99.25% - 2% of QGR Subsequently, every 0.5% drop in SLA criteria – 2% of QGR Overall Cloud Solution Availability will be measured by following formula: Availability %age = {(Agreed Service Time – Subsystem Down Time)/ (Agreed Service time)}*(100%). ** Scheduled downtime will be excluded.
3.	Cloud Orchestration layer Availability	99.749% (SLO)	Critical	99.25% – 99.749% - 1% of QGR 98.75% - 99.25% - 2% of QGR Subsequently, every 0.5% drop in SLA criteria – 2% of QGR The component availability will be measured by following formula: Component Availability %age = {(Agreed Service Time for the component– Down Time of the component)/ (Agreed Service time for the component)}*(100%)
4.	Cloud Security layer Availability	99.749% (SLO)	Critical	99.25% – 99.749% - 1% of QGR 98.75% - 99.25% - 2% of QGR Subsequently, every 0.5% drop in SLA criteria – 2% of QGR The component availability will be measured by following formula: Component Availability %age = {(Agreed Service Time for the component– Down Time of the component)/ (Agreed Service time for the component)}*(100%)

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Sl. No.	Measurement	Target	Severity	Penalty
				component))**(100%)
5	Data/VM Backup success per day	100% 96-99% 90-95.9%	Critical	No penalty 1% of QGR 5% of QGR

Table 8 :Patch Management SLA

Measurement	Target	Severity	Penalty
Patch Management	Critical Patches to be implemented within 10 days of patch release	Medium	0.05% of QGR
	Non Critical Patches to be implemented within 15 days of patch release	Low	0.01% of QGR
	Optional Patches to be implemented within 30 days of patch release	Low	0.01% of QGR

Technical Resources Service levels

Incases where 24x7 technical resources are not available the support personnel should be available over phone. On critical situations or when directed by SIA, the support personnel must be available onsite within 3 hours of request from SIA. Non availability of the support personnel as stated above will be treated equivalent to single occasion downtime for critical components. The core resources/manpower like Project Manager and level 3 resources deployed by the SI should be on rolls of the respective SI and not contracted or outsourced personnel.

13.0. SLA Review Process

Either SIA or SI may raise an issue by documenting the business or technical problem, which presents a reasonably objective summary of both points of views and identifies specific points of disagreement with possible solutions.

- A meeting or conference call will be conducted to resolve the issue in a timely manner. The documented issues will be distributed to the participants at least 24 hours prior to the discussion if the issue is not an emergency requiring immediate attention.
- The SIA and the SI shall develop an interim solution, if required, and subsequently the permanent solution for the problem at hand. The SI will then communicate the resolution to all interested parties.
- Incase the issue is still unresolved; the arbitration procedures described in the Terms & Conditions section will be applicable.

2.3.1. Penalties are subject to:

- Maximum cumulative of 10% penalty (**except Table No. 9**) can be levied on the value of contract (exclusive of taxes) for reasons that are solely applicable to the SI
- In the event of exceeding 20% penalty, it will be deemed to be an event of default and can lead to termination.
- In the case of maximum Penalty of 10% being calculated for the SLA breaches by the SI for four consecutive QGR due to breach of service level as per the agreement, then the performance of

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the SI will be reviewed and also may be subjected to Termination of the order for the FMS Period. In such case, the provisions of the Termination clause as per the agreement shall apply.

SAMPLE SLA AUDIT REPORT

Computation of other Penalty except manpower				
Sl. No	SLA Description	Penalty (%)	Remarks	Priority
1	Infra Availability			
2	Backup Device & Backup Service Availability			
3	Connectivity with DR Site			
4	Internet Availability			
5	LAN Availability			
6	Restore Requests			
7	Scheduled downtime			
8	MIS Reporting			
9	Implementing Change Requests			
10	Customization of EMS Report			
11	Virus Attack			
12	DoS Attack			
13	Host level Intrusion			
14	Ransomware Incident			
15	Missing Security Incident alert of Critical Nature			
16	Provisioning and de-provisioning of VMs			
17	Overall Cloud Solution Availability			
18	Data/VM Backup success per day			
19	Patch Management			
Total Penalty (%)				

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SECTION – E

DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	09.01.2024
2	Documents download/sale start date (Online)	09.01.2024
3	Last Date and time of sending the queries (Offline / e-mail)	16.01.2024 at 15.00 hrs.
4	Pre Bid Meeting (On Line)	17.01.2024 at 15.00 hrs.
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	24.01.2024 at 14.00 Hrs.
7	Last Date & time of submission of Earnest Money Deposit/BG & 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)	30.01.2024 at 13.00 Hrs.
10	Bid opening date & time for Technical Proposals (Online)	01.02.2024 at 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 – 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: Selection of System Integrator for Establishment of High Performance Data Center Infrastructure at Monibhandar and DR site Purulia.

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/HPDC/23-24/051 dated 09.01.2024, 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 the Tender Fee amount online through e-Tender Portal. We have enclosed EMD / BID SECURITY remittance details.
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 three percent (3%) of the Order value as stipulated in Financial Bid (BOQ).

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- 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,

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

Signature & Authorized Verified by

.....
Signature

.....
Name in full

.....
Designation

.....
Company Stamp

Dated, thisday of2024

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.
- The Tender Committee shall verify the Technical Specification (Technical Specification with Compliance Statement, Section – J) Deviation in specification shall not be allowed. Bidder qualified in Technical Specification shall be considered for further evaluation.
- After qualifying in Technical Specification, qualified bidders will only be considered for Financial Bid evaluation.

2. FINAL EVALUATION

Financial Proposal of the bidders qualifying in the evaluation of Technical specification will be evaluated. The bidder who has qualified in the Technical Specification evaluation and returns with lowest quote (L1) in financial bid would normally be awarded the contract subject to Post Qualification.

3. AWARDING OF CONTRACT

An affirmative Post Qualification determination will be prerequisite for award of the contract to the lowest quoted bidder. A negative determination will result in rejection of bidder's bid, in which event the 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.

4. POST QUALIFICATION

The determination will evaluate the Bidder's financial, technical, design, integration, customization, production, management and support capabilities and will be based on an examination of the documentary evidence of the Bidder's qualification, as well as other information 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, Directorate of es 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 Document1 (scanned & join in pdf format then upload)

1. Copy of Remittance details of Earnest Money Deposit (EMD / BID SECURITY)
2. Copy of Remittance details of Tender Fee

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

1. N I T Declaration duly stamped & signed in letter head, Section – S
2. Bid Form as per format (Section – F)

Technical Compliance (scanned & joins in pdf format then upload)

1. Manufacturer Authorization Form
2. Technical Specification & Compliance Sheet

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.

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NON-STATUTARY 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	<ul style="list-style-type: none"> • Document as per Section – B • Document as per Section – B
		B2. COMPANY DETAILS 2	<ul style="list-style-type: none"> • Company Profile (Not more than 3 pages) • Document as per Section – B
C	CREDENTIAL	CREDENTIAL 1	Order copy & performance certificate as per Section – B
		CREDENTIAL 2	<ul style="list-style-type: none"> • Other documents, if any
D	DECLARATION	DECLARATION 1	<ul style="list-style-type: none"> • List of Clients as per format (Section – P) • Other documents, if any
		DECLARATION 2	Financial Capability of Bidder as per format (Section – M)
		DECLARATION 3	Bidder's Details as per format (Section – N)
		DECLARATION 4	<ul style="list-style-type: none"> • Details of Order Executed as per format (Section – L) • Other documents, if any
		DECLARATION 5	Document as per Section – B Financial document as per Section – B
F	FINANCIAL INFO	P/L & BALANCE 2018-2019	P/L & BALANCE SHEET 2018-2019
		P/L & BALANCE 2019-2020	P/L & BALANCE SHEET 2019-2020
		P/L & BALANCE 2020-2021	P/L & BALANCE SHEET 2020-2021
		P/L & BALANCE 2021-2022	P/L & BALANCE SHEET 2021-2022
		P/L & BALANCE 2022-2023	P/L & BALANCE SHEET 2022-2023

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SECTION – I

BILL OF MATERIAL

Bill of Materials for implementation of DC site

Sl. No.	Item / Job Description	Qty.	Unit
1.	Deliver, Installation, Commissioning, Integration with Support Coverage of High Performance Data Center Infrastructure at Monibhandar (As per the Scope of Work)	01	No.
2.	Deliver, Installation, Commissioning, Integration with Support Coverage of High Performance Data Center Infrastructure at DR site Purulia (As per the Scope of Work)	01	No.

Unpriced, complete and correct Bill of Material to be submitted along with the bid in OEM letter head, without which Bid will be rejected. No clarification/correction will be sought post submission of bid.

Bill of quantity may change at the time of ordering of Purchase Order. Detailed Technical Specifications are given in Section – J

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SECTION – J

TECHNICAL SPECIFICATIONS & COMPLIANCE SHEET

(Tender No. WTL/WBSDC/HPDC/23-24/051)

Scope of Work & Minimum Technical Specification for Establishment of High Performance Data Center Infrastructure at Monibhandar and DR site Purulia

Qty : 1 No. Each for DC & DR site

Make :

Model :

Sl. No.	Component	Minimum Functional Requirements	Specification (Quoted / Applicable – by the bidder)	Complied (Y/N)	Remarks
1	Solution Type	The solution shall deliver the highest performing converged platform in a true subscription-based consumption model.			
2	Installation	The systems offered in the solution shall be deployed by a specialized dedicated OEM Technical Team. The Technical Team shall come onsite, deploy the system in WBSDC, connect the system to WBSDC network, and configure the system to communicate with the public cloud of the same OEM. Before handing over the system the OEM shall do an end-to-end validation of the system to ensure it is ready for deploying databases.			
3	Placement	The solution shall be offered behind WBSDC firewalls to meet data sovereignty, security, and governance requirements.			
4	Workload Types	The solution shall have the flexibility to be used as a platform for the following workloads:			
		OLTP			
		Cloud Data Warehouse			
		In-memory Analytics			
		In-database Machine Learning			
5	Infrastructure Management	The solution shall offer WBSDC IT staff with a self-service, & with no infrastructure management which shall further reduces WBSDC administrative costs by eliminating system management completely.			
6	Bandwidth & Latency	The solution shall be offered with minimum 100Gbps active-active internal network fabric for providing more bandwidth & least			

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		latency.			
7	High Availability	The solution shall be offered with high availability. All necessary hardware & software required to achieve the same shall be provided.			
8	Management Servers	The solution offered should be with Management Servers. The Management Software to be installed on minimum 2 Servers to host the secure tunnel endpoint & act as a gateway for access to the infrastructure. It should also host components that orchestrate the cloud automation, aggregate and route telemetry messages from the environment to the OEM Support Center. WBSDC IT staff shall be able to manage the solution & perform life cycle management operations for WBSDC databases running on the platform using these Management Servers. WBSDC IT staff shall be able to connect to the cloud console through a secure link using a web browser, command line interface (CLI), or REST APIs & perform activities like:			
		User administration, create/modify/delete VM clusters and databases, backup, restore, patching, auditing, track our usage & bill, CPU Dynamic scaling etc.			
9	Identity Management	The solution shall be offered with a sophisticated identity management system which shall allow multiple departments or groups to share a tenancy. Policies shall be used to grant fine grain permissions within a single database for separation of duty. For example, one administrator could be responsible for backup and another for patching.			
10	Backup	The solution shall offer automatic built-in database backup facilities, with weekly full backups and daily incremental backups. Copy 1 shall be on the local disk & Copy 2 shall be in the Object Storage service in the public cloud of the same OEM. In-case the bidder plans to offer an On-prem backup solution then, 3 copies are required with a reputed backup software. Copy 1 shall be on Disk Appliance. Copy 2 & 3 shall be on FC based Tape Library. On a weekly basis the set of tapes for Copy 3 shall be vaulted in a secure location in a different seismic zone.			
11	Security	The security features of the solution shall segregate WBSDC data access and OEM operations and ensure that data that enters or leaves is secure, data that resides on the			

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		system is secure, access to the system is secure, and the code that runs on the system is secure.			
12		The solution shall offer automation to further enhance security by enforcing strong passwords and data encryption on all databases and making it fast and easy for us to keep databases updated with the latest security patches.			
13		The systems offered in the solution shall have vendor signed firmware on most hardware components to ensure hardware components will only run valid code from the vendor that supplied that component.			
14		The solution shall offer Hardware acceleration that delivers near-native encryption and decryption speed so that encryption can always be used for all database data. The decryption processing shall be done at the storage tier only. In-case decryption is done at the compute tier min 30% additional resources shall be provided.			
15		The solution shall be designed with minimal open ports and running services that minimize attack surfaces.			
16		The solution shall offer token based SSH that provides secure access to our virtual machines.			
17		The solution shall offer comprehensive logging and auditing that tracks access and modification.			
18		The solution shall be offered with minimal Linux distribution which ensures that just the packages needed to run Databases are installed and enabled.			
19	Features	The solution shall be horizontally scalable.			
20		The solution shall offload data intensive SQL operations to the storage tier. In-case SQL operations are done at the compute tier min 30% additional resources shall be provided.			
21		The solution shall be offered with persistent memory with unprecedented low latency.			
22		The solution shall offer Accelerators to write commit records to persistent memory providing faster log writes.			
23		The solution shall make use of Storage Indexes to avoid unnecessary I/O operations by replacing them with a few in-memory lookups.			
24		The solution shall make use of columnar methods to greatly compress data, enabling tremendous cost-savings and performance improvements due to reduced storage			

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		capacity and reduced I/O, especially for analytic workloads.			
25		The solution shall be able to consolidate multiple databases, a portable collection of schemas, schema objects, and non-schema objects which will further improve resource utilization, management, and overall security.			
26		The solution shall be able to optimize both analytics and mixed workload OLTP, delivering outstanding performance for transactions while simultaneously supporting real-time analytics, business intelligence, and reports.			
27		The solution shall allow us to run a single Database across multiple servers in order to maximize availability and enable horizontal scalability, while accessing shared storage. User sessions connecting to the Database can failover and safely replay changes during outages, without any changes to end user applications, hiding the impact of the outages from end users.			
28		The solution shall Ensure high availability, data protection, and disaster recovery for our enterprise data. It shall survive disasters and data corruption while creating, maintaining, and managing one or more synchronized standby databases. Queries and reports shall be offloaded from the production system to a synchronized physical standby database.			
29		The solution shall allow tables, indexes, and index-organized tables to be subdivided into smaller pieces, enabling these database objects to be managed and accessed at a finer level of granularity.			
30		The solution shall offer a comprehensive set of compression capabilities to help improve database performance and reduce storage costs. It shall allow us to reduce our overall database storage footprint by enabling compression for all types of data: relational (table), unstructured (file), index, network, and backup data.			
31		The solution shall offer security option for the database and shall mediate access to data rows by comparing labels attached to data rows in application tables (sensitivity labels) and a set of user labels (clearance labels).			
32		The solution shall offer data security controls to restrict access to application data by privileged users. It shall reduce the risk of insider and outside threats and			

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		address compliance requirements, including separation of duties.			
33		The solution shall be able to Encrypt application tablespaces to prevent out-of-band access to sensitive data. Redaction policies shall be able to prevent the proliferation of sensitive data and aid in compliance with data protection regulations.			
34		The solution shall offer Transparent Data Encryption (TDE) which stops would-be attackers from bypassing the database and reading sensitive information directly from storage by enforcing data-at-rest encryption in the database layer. It shall Encrypt individual data columns, entire tablespaces, database exports, and backups to control access to sensitive data.			
35		System changes, such as hardware and software upgrades, configuration changes, etc., are essential for businesses to maintain their competitive edge as well as for compliance and security purposes. The solution shall help us fully assess the effect of such system changes on real-world applications in test environments before deploying the change in production.			
36		The solution shall allow developers and analysts to get started easily with location intelligence analytics and mapping services. It should enable Geographic Information System (GIS) professionals to successfully deploy advanced geospatial applications.			
37		The solution shall help Analysts and developers to perform fraud detection, find connections and link to data, and improve traceability in smart manufacturing, all while gaining enterprise-grade security, ease of data ingestion, and strong support for data workloads.			
38		The solution shall offer simplified storage management that is consistent across all server and storage platforms & providing the following functionalities:			
		Simplified and automatic storage management			
		Increase storage utilization and agility			
		Deliver predictable performance, availability and scalability.			
		Support database failure in the event of server crash.			

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39		The solution shall empower data and business analysts to extract knowledge, discover new insights and make predictions—working directly with large data volumes in the Database. The solution shall offer a combination of powerful in-database algorithms and open-source R algorithms, accessible via SQL and R languages, and provides a range of GUI and IDE options targeting the spectrum from business users to data scientists.			
40	Scaling	The solution shall allow us to easily scale our system as business conditions change. We shall be able to scale CPU, memory, local disk space and storage allocated to the VMs from the unified web-based console. This will avoid the costly practice of sizing for the highest possible peak workload, which is often required for on-premises systems and with reserved cloud capacity solutions common to the cloud providers.			
41	Performance Range	The solution shall be designed in a manner of deliver performance within the following ranges as it scales:			
		DB Physical cores – Min 300 - 1000			
		SQL Read IOPS - Min 4 Mn - 20 Mn			
		SQL Write IOPS - Min 2 Mn – 6 Mn			
		Usable disk space - Min 200TB – 600TB			
		The bidder to offer the solution with the minimum values & ensure scalability to the maximum values.			
42	Service Level Objective	The offered solution shall provide a Service Level Objective of 99%.			
43	OEM Responsibility	The OEM of the offered solution shall be responsible for the following activities:			
	Database Server Hardware	Hardware shipment and Installation			
		Monitor (e.g., Hardware faults)			
		Identification and resolution of issues			
		Incident Management			
		Change Management			
	Database Server Hosts	Software Installation and Initial Configuration			
		Monitor			
		Upgrades (e.g., major Software Updates)			
		Updates (e.g., minor Software Updates)			
		OS Security and other Patches			
		Backup/Restore (OS)			
		Identification and resolution of issues			
		Tune			
		Incident Management			

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		Change Management			
		Firmware updates			
	Virtual Machines	Initial Software Installation and Initial Configuration			
	Storage Hardware	Monitor (e.g., Hardware faults)			
		Identification and resolution of issues			
		Incident Management			
		Change Management			
		Faulty parts replacements (e.g., disks, flash cards etc.)			
		Firmware updates			
	Storage Software	Software Installation and Initial Configuration			
		Monitor			
		Upgrades (e.g., major Software Updates)			
		Updates (e.g., minor Software Updates)			
		OS Security and other Patches			
		Identification and resolution of issues			
		Incident Management			
		Change Management			
	Tune				
	Networking (Fabric and Management switches) and PDU	Monitor (e.g., Hardware faults)			
		Identification and resolution of issues			
		Incident Management			
		Change Management			
		Firmware updates			
44	Hardware Refresh	The systems offered in the solution shall be refreshed by the OEM at the end of 48 months.			
45	Operating System Support	The OEM shall offer the following support for the Operating System:			
		24x7 telephone and online support			
		Around-the-clock access to enhancements, updates, and errata			
		Linux Management			
		Spacewalk support			
		High availability with Clusterware			
		Comprehensive tracing			
		Linux load balancer			
		Comprehensive indemnification			
		Container runtime for Docker			
		Linux Virtualization Manager			
		Zero-downtime patching			
		Linux Automation Manager/Engine			
Linux high availability services support					

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SECTION – K

MANUFACTURER AUTHORIZATION FORM

Date:

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

Ref: Tender No.: WTL/WBSDC/HPDC/23-24/051 dated 09.01.2024

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

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

We assure you that in the event of _____, not being able to fulfill its obligation as our Service Provider in respect of our Warranty Terms we would continue to meet our Warranty Terms through alternate arrangements.

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

We also confirm that the products quoted are on our current product list and are not likely to be discontinued within 5 years from the day of this letter. We assure availability of spares for the products for the next three years after four years warranty.

We also confirm that the material will be delivered as per delivery schedule against above mentioned tender from the date of placement of confirmed order.

Name _____ In the capacity of _____

Signed _____

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

Dated on _____ day of _____ 2024

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

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SECTION – I

DETAILS OF ORDERS EXECUTED BY BIDDER

(Tender No. WTL/WBSDC/HPDC/23-24/051)

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.

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SECTION – M

FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/WBSDC/HPDC/23-24/051)

FINANCIAL INFORMATION

Sl. No.	Name of the Bidder	Turnover (Rs. / Crore)				
		2018-19	2019-20	2020-21	2021-22	2022-23
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.

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SECTION – N

BIDDERS'S DETAILS

(Tender No. WTL/WBSDC/HPDC/23-24/051)

	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 firms ▪ 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	Total number of employees. Attach the organizational chart showing the structure of the organization.	
10	Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details)	
11	How many years has your organization been in	

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	business under your present name? What were your fields when you established your organization	
12	<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 	
13	Number of Offices in district headquarters in West Bengal, if any	
14	Is your organization having ISO 9001:2015 certificates?	
15	List the major clients with whom your organization has been / is currently associated.	
16	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
17	Have you ever been denied tendering facilities by any Government / Department / Public sector Undertaking? (Give details)	

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

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SECTION – O

FORMAT FOR PRE-BID MEETING QUERY

(Tender No. WTL/WBSDC/HPDC/23-24/051)

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 cutoff 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: _____

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SECTION – P

LIST OF CLIENTS OF SIMILAR ORDERS

(Tender No. WTL/WBSDC/HPDC/23-24/051)

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 - O

FORMAT FOR BID SECURITY (BANK GUARANTEE)

Bank Guarantee No.....

Date.....

WHEREAS,.....(name & address) (hereinafter called "the Applicant") has submitted his Bid dated _____ [date] or will submit his Bid for execution of _____ [name of Contract] (hereinafter called "the Bid") under Request for Bids No..... [insert number] (hereinafter called "the RFB") KNOW ALL PEOPLE by these presents that We _____ [name of bank] of _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [name of Employer] (hereinafter called "the Employer") in the sum of _____ for which payment will and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20____.

THE CONDITIONS of this obligation are:

(1) If after Bid opening the Applicant (a) withdraws his bid during the period of Bid validity specified in the Letter of Bid, ("the Bid Validity Period"); or (b) does not accept the correction of the Bid Price

or

(2) If the Applicant having been notified of the acceptance of his bid by the Employer during the period of Bid validity:

(a) fails or refuses to execute the Contract Agreement in accordance with the Instructions to Bidders, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

we undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the four conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ 30 days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

[signature, name, and address]

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 – R

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

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

Ref Bank Guarantee no.....

Date.....

PROFORMA OF BG FOR SECURITY DEPOSIT

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

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

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

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

(5) The liability under the Guarantee is restricted to Rs. _____ (Rupees _____)

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_____) only and will expire on _____ and unless a claim in writing is presented to us or an action or suit to enforce the claim is filled against us within 6 months from _____ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter)

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

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

(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 – S

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: Selection of System Integrator for Establishment of High Performance Data Center Infrastructure at Monibhandar and DR site Purulia

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/HPDC/23-24/051 dated 09.01.2024 for Selection of System Integrator for Establishment of High Performance Data Center Infrastructure at Monibhandar and DR site Purulia, 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 of2024