

WEBEL TECHNOLOGY LIMITED

NOTICE INVITING e-TENDER

e-Tender are invited for Selection of System Integrator for Augmentation of existing DR site at Purulia for the Department of Information Technology & Electronics, GoWB.

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/DR/23-24/053 dated 10.01.2024
2	Tender Version No.	1.0
3	Brief description of Job	Selection of System Integrator for Augmentation of existing DR site at Purulia
4	Tender Fee	Rs. 6000.00 (Rupees Six Thousand only).The amount to be Transferred online through e-tender portal.
5	Earnest Money Deposit	Rs.10,00,000.00 (Rupees Ten 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	10.01.2024
7	Pre-Bid Meeting date & time	18.01.2024 at 12.00 Hrs. (On-Line Meeting) <ul style="list-style-type: none">• Pre-Bid meeting will be organizing online platform only. Only queries as per format (Section - O) reaching WTL by 00.00.2022 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 17.01.2024 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	25.01.2024 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	31.01.2024 at 13.00 Hrs.
11	Date & time of Technical Bid Opening	02.02.2024 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

1. Introduction

Department of Information Technology & Electronics, GoWB has already establishment setting up a Disaster Recovery (DR) Center at Purulia IT Park Campus. DR site has been established for ensure the storing of all Departmental Data of existing WBSDC. Currently DR site Purulia has already operational and seamlessly replicate the Data from WBSDC (DC), Monibhandar to DR site Purulia.

2. Objective of the Project

Augmentation of existing IT and Non-IT infrastructure is required for mitigate of increase of requirement of WBSDC from various Department / Directorate and other orginsation of Govt. of West Bengal.

Augmentation of existing IT & Non-IT infrastructure to achieve zero data loss Near-zero recovery time objective (RTO), for faster recovery of mission-critical applications in case of disaster.

Proposed augmentation may achieve faster recovery of Database in case of disaster also 100% replication of Data between WBSDC-Kolkata and DR setup at Purulia.

3. 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.

This specification covers existing DR infrastructure, standalone system design, engineering, manufacture, assembly, testing at manufacturer's works, supply, delivery at site, unloading, handling, proper storage at site, erection, testing and commissioning at site of complete infrastructure for the DR site to be installed as detailed in the specification, complete with all accessories required for efficient and trouble-free operations.

Modular and scalable design, the critical components used to design the system should be redundant and in the Events of failure the components can be maintained easily. All the components of the infrastructure should be such that it can be easily dismantled and relocated to different location.

The existing DR infrastructure, standalone system shall be in adherence to standard Data Centre guidelines thus shall be composed of multiple active power and cooling distribution paths, but only one path active and shall have redundant components.

Existing IT & Non-IT Infrastructure details and requirement of Augmentation of existing Infrastructure

Sl. No.	Item Description	Remarks
1	Civil Infrastructure	Augmentation not required
2	Electrical Infrastructure	Augmentation not required
3	Diesel Generator Set with all related accessories	Augmentation not required
4	Isolation Transformer with all related accessories	Augmentation not required
5	Central UPS system with all related accessories	Augmentation of capacity is required
6	UPS system for BMS equipment with all related accessories	Augmentation not required

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7	Precision Air-conditioner System with all related accessories	Augmentation of capacity is required
8	Rack Containment Frame with Rack and Cold and Hot Aisle Containment system with all related accessories	Augmentation not required
9	IP PDU for Server and Network Rack with all related accessories	Augmentation not required
10	IP KVM switch with Display Unit including all related accessories	Augmentation not required
11	Various equipment for Building Management system with all related accessories as per scope	Augmentation not required
12	Building Management System software with all related accessories	Augmentation not required
13	Structured Passive Cabling Components of LAN infrastructure, Open Common Rack with all related accessories	Augmentation of capacity is required
14	Monitoring Device of Various equipment for IT and Non-IT Infrastructure	Augmentation not required
15	Router	Augmentation not required
16	Network Security Devices	Augmentation not required
17	Link Load Balancer	Augmentation not required
18	Hardware Load Balancer	Augmentation not required
19	Network Switching Devices	Augmentation of capacity is required
20	Hyper-Converged Infrastructure	Augmentation of capacity is required
21	Backup Device and related software	Augmentation of capacity is required
22	Centralized Monitoring Software	Augmentation not required

(1) Augmentation & Integration of existing Central UPS system with all related accessories

Augmentation and integration of additional 2 Nos. 30kVA module for existing 2 Nos. (150 kVA / 150 kW frame with 2x30kW/kVA module, Vertiv Make, Model No. APM 150) Central UPS system for Server frame area shall be adopted for design and implementation of Central UPS System for DR site. Requirement of additional components for achieve the solution/installation, if any, SI have to be covered with during bid submission as per the SI's own justification and completion of site survey. No Additional cost will be allocated for achieve the solution during augmentation.

Requirement of additional Components of existing Central UPS system.

30kW/kVA Power Module for existing Vertiv Make Central UPS, Model No. APM 150 - Qty. 2 Nos.

(2) Augmentation & Integration of existing Precision Air-conditioner System with all related accessories

Augmentation and integration of additional 2 Nos. 35 kVA PAC in N+1 topology required for Rack Containment Frame (4 Nos. 42U Rack, Vertiv Make, Model : Smart Row) as per existing Precision Air-Conditioner Machine (2 Nos. Vertiv Make, Model No. CR035) including all related accessories shall be installing for the DR site. Requirement of additional components for achieve the solution/installation, if any, SI have to be covered with during bid submission as per the SI's own justification and completion of site survey. No Additional cost will be allocated for achieve the solution during implementation.

DR site server and network racks equipped with In-row Variable capacity cooling units to provide closed loop precision cooling system which should be able to cool the equipment's uniformly right from 1st U to 42nd U of Rack.

Precision Air Cooling units should be in multiples of minimum 35 kW capacities, catering the IT load of 35 kVA, in N+1 topology.

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Requirement of additional Precision Air-conditioner System with all related accessories.

35 kVA PAC in N+1 topology (Vertiv Make, Model No. CRV035KW Digital) with other accessories – Qty. 2 Nos.

(3) Augmentation & Integration of existing Structured Passive Cabling Components of LAN infrastructure and Network Switch with all related accessories and One Ethernet Switch for Management Zone.

Augmentation and integration of additional Structured passive cabling components for compatible, smooth and seamless integration with existing Structured Passive Cabling Components (Make : Commscope) of LAN infrastructure with all related accessories as per scope work shall be adopted for design and implementation of Structured Passive Cabling for the existing DR site. Requirement of additional components for achieve the solution/installation, if any, SI have to be covered with during bid submission as per the SI's own justification and completion of site survey. No Additional cost will be allocated for achieve the solution during implementation.

The Structured Passive Cabling shall perform the following general functions including but not limited to:

- All required cables should be laid up to the rack level in the Data Centre.
- Dedicated raceways / cable-trays should be used for laying LAN.
- All the cable raceways shall be adequately grounded and fully Concealed with covers.
- The cables should be appropriately marked and labelled.
- There should be enough space between data and power cabling and there should not be any cross wiring of the two, in order to avoid any interference, or corruption of data.
- It is proposed to have power and data cables in separate trays in cold aisle and hot aisle respectively.

Requirement of additional Structured Passive Cabling Components (Comscope Make) and Ethernet Switch for Management Zone

- 1) **1U sliding fiber panel, accepts (4) MPO modules providing up to 48 duplex LC ports, with rear cable management, UL listed – Qty. 5 Nos.**
- 2) **LC/UPC to LC/UPC Duplex Uniboot patch cord, Bend Insensitive, 2 mm LSZH, aqua jacket, 3 m – Qty 82 Nos.**
- 3) **Category 6A U/UTP Patch Panel, 24 port, 1U, unloaded, with rear cable management – Qty 5 Nos.**
- 4) **CAT6A UTP Information Outlet – Qty 100 Nos.**
- 5) **CAT6A U/UTP Solid Cordage Modular Patch Cord, LSZH Jacket, 3 Mtr. – Qty 170 Nos.**
- 6) **Copper Leaf Switch for Management Zone – Qty. 1 No. (Make HPE, Model: 5944)**

Necessary CAT 6A U/UTP LSZH Cable (Comscope Make) will be provided by WBSDC authority.

(4) Augmentation & Integration of existing High Performance Computing Infrastructure with necessary existing backup software

Augmentation and integration of existing **High Performance Computing Infrastructure** (Nutanix Make S/W and Dell EMC Make Server Model No. XC 7525) and necessary existing backup software (HYCU Make) with all related accessories. Scope work shall be adopted for the existing DR site. Requirement of additional components for seamless, smooth & compatible integration of existing HCI infrastructure to achieve the solution/installation, if any, SI have to be covered with during bid submission as per the SI's own justification and completion of site survey. No Additional cost will be allocated for achieve the solution during implementation. HCI Architecture should support following.

- Virtualization
- Replication
- Security
- Management
- Cloud Management Platform

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- Firmware Code and Patch Management
- Proactive Maintenance and Support
- Backup

Existing HCI Infrastructure details as follows

Nutanix AOS Ultimate	1344 Nos.
Nutanix Prism Ultimate	24 Nos.
Nutanix Flow	24 Nos.
Nutanix Calm	20 Nos.
Dell EMC Make XC7525 Server for HCI Infrastructure	24 Nos.
HYCU Backup License	48 Nos.

Requirement of Additional software to be installed in existing HCI infrastructure with backup solution

Nutanix AOS Ultimate 6.7 AHV: 20230302	168 Nos.
Nutanix Prism Ultimate pc.2023.3	3 Nos.
Nutanix Flow 4.0.1	3 Nos.
Nutanix Calm	Not Required
Dell EMC Make Model No. XC7525 or Higher Server for HCI Infrastructure (Minimum 2 Nos. x86 28 Core Processor or higher core with minimum 2.5GHz clock speed of each processor or higher, Minimum 1024 DDR4 3200 MHz, Min 24 Nos. 7.68TB SSD per Node, 4 Nos. 25/10 Gbps with SFP+, 2 Nos. 10 Gbps BaseT, 1 No. IPMI, Redundant power supplies)	3 Nos.
HYCU Backup License	6 Nos.

(5) Delivery, Installation and integration of RHEL Operating System

Delivery, installation and integration of RHEL Operating system in proposed augmented HCI Infrastructure.

Presently 24 nos. RHEL VDC license for 24 Nos. physical servers for HCI Infrastructure already deployed at DR site Purulia.

Requirement of additional RHEL VDC Licenses for additional 3 Nos. Server for HCI Infrastructure.

1. **Red Hat Enterprise Linux for Virtual Data Centre premium including unlimited guest OS with 5 years subscription/support validity – 3 Nos.**

(6) Installation, Commissioning, Integration, documentation of entire project

Will submit project implementation plan including High level Design (HLD) and Low Level Design (LLD) documentation before installation.

Will install, commission and successful integration after successful deliver of the entire equipments as per scope of work and final project implementation plan.

After successful installation, commissioning and integration will submit final project implementation document with all relevant information.

(7) 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 Non-IT infra, 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 SI.

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(8) Operation & Maintenance Support Service

After successful installation existing DCO will provide day to day Operation & Maintenance Support for existing DR infrastructure and additional equipment.

(9) Supply: All supplies must be certified, new and RoHS compliant. Supplied components must satisfy the minimum guiding specifications and guidelines, as applicable

(10) Project Management: 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.
- Identify and address functional/technical issues that may arise during the project.
- Provide a strategy for data transferring/migration from existing infrastructure to augmented infrastructure.

(11) Delivery at Site: SI will install the Hardware at the designated installation sites. The equipment shall be delivered at respective site location and all arrangements for loading/unloading, movement etc. shall be done by the SI. The SI 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 SI for any site work.

(12) Packing, Unpacking, unloading & etc. : The SI is responsible for installation and configuration of systems at sites including unpacking of cartons / boxes, assembling, wiring, cabling between hardware units and connecting to power supplies. The SI will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.

(14) 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 SI. No separate payment will be made towards this and the cost, if any, will be deemed to be included in the total contract price.

(15) Site Inspection: The SI, before start the work, 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.

(16) Coordination with other agencies: The SI shall coordinate with other existing agencies working at the site for the successful and timely implementation of the work.

(17) Damage during implementation: Ensuring that no other equipment/structure/setup gets damaged due to SI's activities. Any damages if caused to Department property due to SI's negligence shall be passed on SI's account and will be recovered from Bills of SI.

(18) Civil Work : If required, Minor civil works such as chipping/cutting of floors for making grooves or laying pipes / cables, making holes / opening through walls, ceiling or floors, drilling of holes through steel structures and frames, grouting of frames, hooks on walls/ceiling etc. required for execution of work. After erection, surface shall be made good by plastering / painting to their original shape and finish.

(19) Back-to-Back OEM Service Agreement: The SI is to furnish Authorization/ Undertaking including back-to-back service arrangement for comprehensive maintenance from the respective OEMs of IT & Non-IT and other systems and solutions that will be provided as part of solution during contract. The Authorization/Undertaking must be submitted on respective OEMs letter head and OEM back-to-back 5 years warranty certificate including serial number all deployed product should be submitted.

(20) 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 SI. Any component, license that has been mentioned but a higher quantity or volume is required to complete the solution shall be provided by the SI.

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(21) License: All Licenses, OEM warranty certificate issued by respective OEM. Respective License should be in the name of **Government of West Bengal**, Department of Information Technology & Electronics, Block-EP&GP, Sector-v, Salt Lake City, Kolkata – 700 0091.

(22) End of Support by OEM: The new hardware that will be provided should not be under EoS/EoSL from respective OEM for the next Seven years from date of installation.

(23) Testing: Entrusted SI 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 and entrusted SI / System Integrator

(24) OEM responsibility: SI 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 SI will submit item-wise warranty coverage for five years (warranty start date from the date of final acceptance) for all hardware, system software and accessories from the respective OEMs.
- 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), SI 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.
- e) Installation, commissioning and integration will be done by respective OEM technical team / OEM authorized technical team.

(25) Ownership: After acceptance, porting of business information on ICT infrastructure, IT Department will be the sole owner of the information repository, and associated processes.

(26) Warranty Period: The entire system along with all the installed components shall be under comprehensive maintenance support for 5 years contract after successful installation of the system. The scope of work shall cover manpower, spares and service. For all the installed Hardware and software, the SI should have back-to-back agreement with respective OEMs for technical services, spares and support during the entire period of contract.

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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 of infrastructure viz. racks, servers, network equipments, end point devices etc. pertaining to Data Center and/or Data warehouse management.

“Project” Selection of System Integrator for Augmentation of existing DR site at 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

“QGR” means Quarterly Guaranteed Revenue

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

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

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

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

“**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 18.01.2024 at 12.00 hrs. (On-Line Meeting). Bidder can send their queries as per format (Section - O) to Purchase Department (purchase@wtl.co.in). Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. Interest bidders are requested to send mail to (purchase@wtl.co.in) for participation of online pre-bid meeting. Based on request WTL will share meeting id / links for meeting. If there is any change in date and time then will inform.

3. COST OF BIDDING

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

4. BID DOCUMENT

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

5. AMENDMENT OF BID DOCUMENT

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

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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.

12. FORMS AND FORMATS

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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 12 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 15 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.

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
- 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

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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 any IT & Non-IT equipments (Delivery as per implementation plan,	80% of Basic value of delivered items + 100% of Tax amount of Basic value will release. (example : If SI delivered UPS, bidder will submit 70% of basic claim of UPS + 100% of Tax amount of basic value of UPS)	Payment release on successful check of all/part of the delivered equipment by WTL
2.	On successful installation, commissioning, integration of all delivered IT, Non IT components & other related items as per tender	Reaming 20% of Basic value delivered items will release	Payment release on successful Installation and Integration and submission of Back to Back OEM warranty support document as per tender terms.

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

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obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required. The selected vendor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

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

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equipment so that the progress of the work is not hampered. No defective equipment should be left at the site of work and the department shall not be responsible for any loss or damage to any of 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.

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

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

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

The system software licenses/subscriptions 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

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Sign-off Deliverables

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

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.

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- 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
- 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.

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- ✓ 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.
- ✓ 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.

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- ✓ 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.
- ✓ 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

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for all the hardware components after appropriate testing. WTL will not pay any additional costs 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 3% 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/manuscription is not only signed by the authorized signatory of the bidder. All overwriting should be separately written and signed by the authorized signatory of the bidder.
- e) Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. WTL reserve the right to increase or decrease the quantity specified in the tender.
- f) WTL reserve the right to reject or accept or withdraw the tender in full or part as the case may be without assigning the reasons thereof. No dispute of any kind can be raised the right of buyer in any court of law or elsewhere.
- g) WTL reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- h) Supporting technical brochures/catalogues indicating each feature in respect of offered model and make must be submitted along with the offer, in absence of which the offer is liable to be ignored.
- i) No dispute by the bidders in regard to Technical/Commercial points will be entertained by WTL and decision taken by the Tender Committee will be final.
- j) Discrepancy in the amount quoted by the bidder due to calculation mistake, the unit rate shall be regarded as firm and the totaling or carry in the amount quoted by the bidder shall be corrected accordingly.
- k) The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- l) The acceptance of the tender will rest with the accepting authority who is not bound to accept the lowest or any tender and reserves the right to reject in part or in full any or all tender(s) received and to split up the work among participants without assigning any reason thereof.
- m) The customer/WTL at its discretion may extend the deadline for the submission of Bids.
- 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.1 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.5 Crore, over the preceding Seven financial years in Government Department /PSU/Autonomous Body /any reputed organization in the country.

4. Bidder / Group Company 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. 25 Crore in the last five financial years (FY 2017-18, 2018-19, 2019-2020 & 2020-2021, 2022-23). 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 HCI Infrastructure (Software & Server), PAC and Central UPS 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 (as per DIT guidance note issued on 26-Dec-2011). Declaration on bidder’s letter head to be submitted.
10. The bidder / Group Company shall submit NIT Declaration (Section - S) duly signed by the authorized signatory of the company as per the format. Deviation in format may not be accepted.

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SECTION – D

DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	10.01.2024
2	Documents download/sale start date (Online)	10.01.2024
3	Last Date and time of sending the queries (Offline / e-mail)	17.01.2024 at 15.00 Hrs.
4	Pre Bid Meeting (On Line)	18.01.2024 at 12.00 Hrs.
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	25.01.2024 at 14.00 Hrs.
7	Last Date & time of submission of Earnest Money Deposit & submission of remittance details	Before uploading of tender
8	Last Date & time of submission of Tender Fee & submission of remittance details	Before uploading of tender
9	Bid Submission closing date & time (On line)	31.01.2024 at 13.00 Hrs.
10	Bid opening date & time for Technical Proposals (Online)	02.02.2024 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 – E

BID FORM

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the entire Blank and to be submitted on Letter Head in original)

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

Sub: Selection of System Integrator for Augmentation of existing DR site at 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/DR/23-24/053 dated 00.00.2024, 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 (10%) 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

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SECTION – F

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 – G

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 – E)

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

1. Manufacturer Authorization Form

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Financial Cover:

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

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

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

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 – C
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	<ul style="list-style-type: none"> • Document as per Section – C • Othe Document
		B2. COMPANY DETAILS 2	<ul style="list-style-type: none"> • Company Profile (Not more than 3 pages) • Document as per Section – C
C	CREDENTIAL	CREDENTIAL 1	Order copy & performance certificate as per Section – C
		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	Details of Order Executed as per format (Section – L)
		DECLARATION 5	Document as per Section – B Financial document as per Section – B
F	FINANCIAL INFO	P/L & BALANCE SHEET	P/L & BALANCE SHEET 2018-2019
		P/L & BALANCE SHEET	P/L & BALANCE SHEET 2019-2020
		P/L & BALANCE SHEET	P/L & BALANCE SHEET 2020-2021
		P/L & BALANCE SHEET	P/L & BALANCE SHEET 2021-2022
		P/L & BALANCE SHEET	P/L & BALANCE SHEET 2022-2023

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SECTION – H

EXISTING INFRASTRUCTURE DETAILS

1. Central UPS system with all related accessories

2 Nos. 60 kW / kVA Vertiv Make Online UPS scalable up to 150kVA (150 kVA / 150 kW frame size), Model No. APM 150, Serial No. 5060B1315040202301AP2362 & 5060B1315040202302AP2384

2. Precision Air-conditioner System with all related accessories

2Nos. Vertiv Make 35 kW capacity, catering the IT load of 35 kVA, in N+1 topology, Model No. CRV035KW Digital, Serial No. 23084CRV0035F482 & 23084CRV0035F483

3. Structured Passive Cabling Components of LAN infrastructure, Open Common Rack with all related accessories

Following Structured Passive Cabling components has already installed at DR site Purulia, Make : Commscope

Sl. No	Item	Qty	Unit
1	Low Loss Multimode OM4 MPO-12 Module, 2x12F MPO rear to 24F LC Aqua, Method B Enhanced, UL listed, intelligent upgradable	48	Nos
2	1U sliding fiber panel, accepts (4) MPO modules providing up to 48 duplex LC ports, with rear cable management, UL listed	10	Nos
3	Low Loss OM4 MPO12/UPC to MPO12/UPC, Fiber Trunk Cable Assembly, 12-Fiber, LSZH CPR Dca rated, Bend Insensitive, 10m	16	Nos
4	Low Loss OM4 MPO12/UPC to MPO12/UPC, Fiber Trunk Cable Assembly, 12-Fiber, LSZH CPR Dca rated, Bend Insensitive, 15m	16	Nos
5	Low Loss OM4 MPO12/UPC to MPO12/UPC, Fiber Trunk Cable Assembly, 12-Fiber, LSZH CPR Dca rated, Bend Insensitive, 25m	16	Nos
6	LC/UPC to LC/UPC Duplex Uniboot patch cord, Bend Insensitive, 2 mm LSZH, aqua jacket, 3 m	144	Nos
7	LC/UPC to LC/UPC Duplex Uniboot patch cord, Bend Insensitive, 2 mm LSZH, aqua jacket, 5 m	48	Nos
8	Category 6A U/UTP Patch Panel, 24 port, 1U, unloaded, with rear cable management	6	Nos
9	Category 6A U/UTP Patch Panel, 24 port, Loaded, 1U, rear cable management, intelligent upgradable	16	Nos
10	CAT6A UTP Information Outlet	144	Nos
11	CAT6A U/UTP Solid Cordage Modular Patch Cord, LSZH Jacket, 3 Mtr	96	Nos
12	CAT6A U/UTP Solid Cordage Modular Patch Cord, LSZH Jacket, 10 Mtr	24	Nos
13	CAT6A U/UTP Solid Cordage Modular Patch Cord, LSZH Jacket, 15 Mtr	24	Nos
14	CAT6A U/UTP Solid Cordage Modular Patch Cord, LSZH Jacket, 25 Mtr	24	Nos
15	CAT 6A U/UTP LSZH Cable	28	Boxes

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4. Hyper-Converged Infrastructure

24 Nos. Dell EMC Make Rackmount Server already installed at DR site for implementation of HCI Infrastructure.

Server Make : Dell EMC XC7525

Existing Server configuration: 2 Physical AMD Processor with 28 core per processor, 1024GB DDR4 3200 Mhz. Memory per server, 24 Nos. 7.68TB SSD per server, 4 Nos. 25/10 Gbps with SFP+ 2 Nos. 10 Gbps BaseT. 1 No. IPMI, Redundant power supplies.

Version of Software running

Nutanix AOS Ultimate 6.7 AHV 20230302	1344 Nos.
Nutanix Prism Ultimate pc.2023.3	24 Nos.
Nutanix Flow 4.0.1	24 Nos.
Nutanix Calm	20 Nos.
Dell EMC Make XC7525 Server for HCI Infrastructure	24 Nos.
HYCU Backup License	48 Nos.

5. Red Hat Enterprise Linux for Virtual Data Centre

24 nos. RHEL VDC license for 24 Nos. physical servers for HCI Infrastructure already deployed at DR site Purulia with unlimited guests in dense virtualized environments with five years subscription validity

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SECTION – I

BILL OF MATERIAL

Sl. No.	Item Description	Qty.	Unit
1	Deliver, Installation, Commissioning and Integration of 35 kW capacity Precision Air-conditioner System catering the IT load of 35 kVA, in N+1 topology with all related accessories of existing system	2	Nos.
2	30 KVA power Module for existing Central UPS system (Vertiv Make Model : APM 150)	2	Nos.
3	Deliver, Installation, Commissioning and Integration of Structured Passive Cabling Components of LAN infrastructure, Open Common Rack, Ethernet Switch for Management Zone with all related accessories	1	LS
4	Deliver, Installation, Commissioning and Integration of existing Hyper-Converged Infrastructure with 3 Nods	1	LS
5	Latest version of Red Hat Enterprise Linux for Virtual Data Centre allowing for the deployment of unlimited guests in dense virtualized environments with five years subscription validity	3	Nos.
6	Installation, Integration and support charges	1	LS

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 will consider all the components / sub components and other related accessories as the scope of work (Section – A)

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

WEBEL TECHNOLOGY LIMITED

SECTION – I

TECHNICAL COMPLIANCE SHEET

(Tender No. WTL/WBSDC/DR/23-24/053)

1. Central UPS system with all related accessories

Sl. No.	Item Description	Compliance (Yes/No)	Remarks
1.	2 Nos. 30kW/kVA Power Module for existing Vertiv Make Central UPS System , Model No. APM 150 with other related accessories (excluding batteries)		

2. Precision Air-conditioner System

Sl. No.	Item Description	Compliance (Yes/No)	Remarks
1.	2 Nos. 35 kVA PAC in N+1 topology (Vertiv Make, Model No. CRV035KW Digital) with other related accessories		

3. Structured Passive Cabling Components of LAN infrastructure

Sl. No.	Item Description	Compliance (Yes/No)	Remarks
1.	1U sliding fiber panel, accepts (4) MPO modules providing up to 48 duplex LC ports, with rear cable management, UL listed – Qty. 5 Nos. Make: Commscope. 5 years comprehensive warranty		
2.	LC/UPC to LC/UPC Duplex Uniboot patch cord, Bend Insensitive, 2 mm LSZH, aqua jacket, 3 m – Qty 82 Nos. Make: Commscope. 5 years comprehensive warranty		
3.	Category 6A U/UTP Patch Panel, 24 port, 1U, unloaded, with rear cable management – Qty 5 Nos. Make: Commscope, 5 years comprehensive warranty		
4.	CAT6A UTP Information Outlet – Qty 100 Nos. Make: Commscope. 5 years comprehensive warranty		
5.	CAT6A U/UTP Solid Cordage Modular Patch Cord, LSZH Jacket, 3 Mtr. – Qty 170 Nos. Make: Commscope. 5 years comprehensive warranty		
6.	Copper Leaf Switch for Management Zone – Qty. 1 No. (Make HPE, Model : 5944) 5 years comprehensive warranty		

4. Hyper-Converged Infrastructure

Sl. No.	Item Description	Compliance (Yes/No)	Remarks
1	3 Nos. Dell EMC Make Rackmount Server (Model No. CX7525)		

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	2 Physical AMD Processor with 28 crore per processor of higher, 1024GB DDR4 3200 Mhz. Memory per server, 24 Nos. 7.68TB SSD per server, 4 Nos. 25/10 Gbps with SFP+ 2 Nos. 10 Gbps BaseT. 1 No. IPMI, Redundant power supplies with 5 years onsite comprehensive warranty		
2.	Nutanix AOS Ultimate 6.7 AHV 20230302 – Qty : 168 Nos. perpetual license with 5 years support subscription validity		
3.	Nutanix Prism Ultimate pc.2023.3 – Qty : 3 Nos. perpetual license with 5 years support subscription validity		
4.	Nutanix Flow 4.0.1 – Qty : 3 Nos. perpetual license with 5 years support subscription validity		
5.	HYCU Backup License – Qty : 6 Nos. perpetual license with 5 years support subscription validity		

5. Red Hat Enterprise Linux for Virtual Data Centre

Sl. No.	Item Description	Compliance (Yes/No)	Remarks
1	Red Hat Enterprise Linux for Virtual Data Centre premium including unlimited guest OS with 5 years subscription/support validity – 3 Nos.		

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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/DR/23-24/053 dated 10.01.2024

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 five 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/DR/23-24/053)

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/DR/23-24/053)

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/DR/23-24/053)

1	Name of the Firm	
2	Registered Office Address	
	Contact Number	
	Fax Number	
	E-mail	
3	Correspondence / Contact address	
	Name & Designation of Contact person	
	Address	
	Contact Number	
	Fax Number	
	E-mail	
4	Is the firm a registered company? If yes, submit documentary proof	
	Year and Place of the establishment of the company	
6	Former name of the company, if any	
7	Is the firm <ul style="list-style-type: none">▪ 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	

WEBEL TECHNOLOGY LIMITED

	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: _____

WEBEL TECHNOLOGY LIMITED

SECTION – O

FORMAT FOR PRE-BID MEETING QUERY

(Tender No. WTL/WBSDC/DR/23-24/053)

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: _____

WEBEL TECHNOLOGY LIMITED

SECTION - Q

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-PRFORMANCE GUARANTEE

Ref Bank Guarantee no.....

Date.....

PROFORMA OF BG FOR SECURITY DEPOSIT

KNOW ALL MEN BY THESE PRESENTS that in consideration of WEBEL TECHNOLOGY LIMITED, a Government of West Bengal Undertaking incorporated under the Companies Act, 1956 having its Registered office at 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 _____)

WEBEL TECHNOLOGY LIMITED

_____) 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

12. 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.
13. 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.
14. 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.
15. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
16. 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.
17. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
18. 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.
19. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
20. In case of extension of a Contract the validity of the B.G. must be extended accordingly.
21. B.G. must be furnished within the stipulated period as mentioned in Purchase Order / LOI / Work Order etc.
22. 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 Augmentation of existing DR site at 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/DR/23-24/053 dated 10.01.2024 for Selection of System Integrator for Augmentation of existing DR site at 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