

## **WEBEL TECHNOLOGY LIMITED**

### **NOTICE INVITING e-TENDER**

Online Expression of Interest (EoI) with Commercial proposal are invited MPLS-VPN provider/Telecom service provider with NLD and ILD licenses and being capable of providing complete MPLS-VPN connectivity through Wired/Wireless (RF) links and also having sufficient experience and credentials for successful completion of similar nature of work in Government Departments / PSUs / Banks etc.

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

1.	Tender No. & Date	WTL/CT/MPLS/17-18/002 dated 21.04.2017
2.	Tender Version No.	1.0
3.	Brief description of Job	Implementation of Secondary MPLS connectivity for the Directorate of Commercial Taxes, GoWB.
4.	Tender Fee	Rs.6000.00 (Rupees Six thousand only)
5.	Earnest Money Deposit	Rs.500000.00 (Rupees Five Lakhs only) in the form of Demand Draft from any Scheduled bank in favour of Webel Technology Limited payable at Kolkata
6.	Date of Downloading/Sale of Tender document	21.04.2017
7.	Pre-Bid Meeting date & time	27.04.2017 at 15.00 Hrs <ul style="list-style-type: none"><li>• Only two persons for each intending bidder's organization.</li><li>• The person should have proper authorization in respective company Letter Head.</li><li>• Only queries as per format (Section - S) reaching WTL by 26.04.2017 at 16.00 Hrs will be taken for decision.</li><li>• Queries will be sent to Manager (Purchase) (<a href="mailto:wtlpurchase@gmail.com">wtlpurchase@gmail.com</a>) / Ms. Anita Dey (<a href="mailto:wtladey@gmail.com">wtladey@gmail.com</a>) and copy to Mr. Debasis Majumdar (<a href="mailto:debasis.majumdar@wtl.co.in">debasis.majumdar@wtl.co.in</a>).</li></ul>
8.	Bid Submission Start date & time	05.05.2017 at 16.00 Hrs
9.	Last date & time of Bid Submission	17.05.2017 at 15.00 Hrs
10.	Last date & time of EMD & Tender Application Fee submission (Offline)	19.05.2017 at 15.00 Hrs
11.	Date & time of Technical Bid Opening	19.05.2017 at 15.00 Hrs
12.	Venue of Pre-Bid Meeting & submission of EMD & Tender Fee	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block - BP, Sector - V, Salt Lake City, Kolkata - 700091.
13.	Contact person	Mr. Arunava Saha, Contact no. 23673403-06, Ext. 212 Ms. Anita Dey, Contact no. 23673403-06, Ext. 231 Mr. Debasis Majumdar, Contact no. 23673403-06, Ext. 227

## **WEBEL TECHNOLOGY LIMITED**

1. Intending bidder may download the tender documents from the website **<https://wbtenders.gov.in>** directly with the help of Digital Signature Certificate. Necessary cost of tender documents (tender application fee) may be remitted through Demand Draft issued from any Scheduled Bank in favour of “Webel Technology Limited”, payable at Kolkata and also to be documented through e-filing. Cost of Earnest Money Deposit (EMD) may be remitted through Demand Draft issued from any Scheduled Bank in favour of “Webel Technology Limited”, payable at Kolkata and also to be documented through e-filing. The original Demand Draft against Tender Application Fees & Earnest Money Deposit (EMD) should be submitted physically to the Manager (Purchase)/Manager (Finance), Webel Technology Limited, Plot – 5, Block – BP, Sector-V, Salt Lake City, Kolkata-700 091 under sealed cover on or before 14:00 Hrs of 19.05.2017.
2. Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>
3. Tender documents may be downloaded from website and submission of Techno Commercial Bid and Financial Bid will be done as per Time Schedule stated in Section – B of this Tender Document.
4. The Financial Bid of the prospective Bidder will be considered only if the Techno Commercial Bid of the bidder is found qualified by the Tender Committee. The decision of the ‘Tender Committee’ will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.

# **WEBEL TECHNOLOGY LIMITED**

## **CONTENTS OF THE TENDER DOCUMENT**

The Tender document comprises of the following:

SECTION – A	INTRODUCTION
SECTION – B	DATE AND TIME SCHEDULE
SECTION - C	GUIDANCE FOR E-TENDERING
SECTION – D	INSTRUCTION TO BIDDER
SECTION - E	LOCATION WISE EXISTING MPLS CONNECTIVITY WITH BANDWIDTH & ARCHITECTURE OF EXISTING MPLS CONNECTIVITY
SECTION – F	SCOPE OF WORK & RESPONSIBILITY
SECTION – G	PROPOSED ARCHITECTURE FOR CONNECTIVITY
SECTION – H	LOCATIONS FOR INSTALLATION AND BANDWIDTH REQUIREMENT
SECTION – I	FORMAT FOR SUBMISSION OF FEASIBILITY STUDY FOR HUB & SPOKE LOCATIONS
SECTION – J	ELIGIBILITY CRITERIA
SECTION – K	BID FORM
SECTION - L	TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT
SECTION – M	BILL OF MATERIALS (BANDWIDTH REQUIREMENT)
SECTION – N	TECHNICAL SPECIFICATION WITH COMPLIANCE SHEET
SECTION - O	MANUFACTURER’S AUTHORIZATION FORM
SECTION – P	SERVICE LEVEL AGREEMENT FOR NETWORK
SECTION – Q	FORMAT FOR BIDDER’S DETAILS
SECTION – R	LIST OF CLIENTS OF SIMILAR ORDERS
SECTION – S	PROFORMA FOR PRE-BID MEETING QUERIES
SECTION – T	FORMAT FOR FINANCIAL CAPABILITY OF BIDDER
SECTION - U	TECHNICAL CAPABILITY OF BIDDER
SECTION – V	PROFORMA FOR PERFORMANCE BANK GUARANTEE
SECTION – W	DECLARATION OF ELIGIBILITY CRITERIA
SECTION - X	NIT DECLARATION

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – A**

### **INTRODUCTION**

WTL, (hereinafter referred to as “Customer”) invites Expression of Interest (EoI) with Commercial proposal (hereinafter referred to as “RFP”) for provision of Secondary MPLS-VPN connectivity for the various offices under the Directorate of Commercial Taxes across the State. Locations details and Location wise bandwidth requirement as given in **Section - H** (hereinafter referred to as “Locations”), on dedicated bandwidth on reliable media from MPLS-VPN providers/Telecom Service provider (hereinafter referred to as “Service Provider or Bidder”). All these offices are required to be connected to West Bengal State Data Centre (WBSDC), Salt Lake. By virtue of the topology, all different offices will be spoke and WBSDC will be Hub location.

Webel Technology Ltd. intend to procure services for 54 Nos. of MPLS connectivity as secondary link for the various CTD offices to **West Bengal State Data Center, Salt Lake**, for data transfer, Video & Internet using bandwidth Connectivity.

The bidder have to submit feasibility study report for HUB & all spoke location as per format given in **Section - I**, non submission of detailed feasibility report along with approach of the MPLS connectivity for any location by any bidder will lead summarily rejection of bid.

The bidders have to submit prices for all line items of bandwidth mentioned in the Bill of Materials (BoM) and as per Price bid, non submission of prices by any bidder for any line items of Bandwidth will lead to summarily rejection of the bid.

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

The Directorate of Commercial Taxes (CTD) has Primary MPLS connectivity (HUB & SPOKE) for various offices across the State. The Primary MPLS connectivity has provided by the Reliance Communication Ltd. Location wise present connectivity and bandwidth given in **Section - E**.

Goods & Service Tax (GST) will be introduced shortly and CTD, WB users are using the GST central Applications, for uninterrupted accessing the GSTN application, the Directorate of Commercial Taxes has planning to install secondary MPLS links, if primary link is down.

The customer is interested to engage reputed Bidders [Service Provider] for providing 54 (four hundred and thirty four) nos. secondary Mbps dedicated link at CTD premise end points.

Subject to any law to the contrary, and to the maximum extent permitted by law, customer and its officers, employees, contractors, agents, and advisers disclaim all liability from any loss or damage (whether foreseeable or not) suffered by any person acting on or refraining from acting because of any information including forecasts, statements, estimates, or projections contained in this RFP document or conduct ancillary to it whether or not the loss or damage arises in connection with any negligence, omission, default, lack of care or misrepresentation on the part of Customer or any of its officers, employees, contractors, agents, or advisers.

**WEBEL TECHNOLOGY LIMITED****SECTION - B****DATE AND TIME SCHEDULE**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Date &amp; Time</b>
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	21.04.2017
2	Documents download/sale start date (Online)	21.04.2017
3	Last Date and time of sending the queries (Offline)	26.04.2017 & 16.00 hrs
4	Pre Bid Meeting at WTL Office	27.04.2017 & 15.00 hrs
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	05.05.2017 & 16.00 hrs
7	Last Date & time of submission of original Demand Draft/Pay Order for cost of Earnest Money Deposit (Off line)	19.05.2017 & 14.00 hrs
8	Last Date & time of submission of original Demand Draft/Pay Order for cost of Tender Fee, in case the bidder did not attend the Pre Bid Meeting (Off line)	19.05.2017 & 14.00 hrs
9	Bid Submission closing date & time (On line)	17.05.2017 & 15.00 hrs
10	Bid opening date & time for Technical Proposals (Online)	19.05.2017 & 15.00 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)	-

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION - C**

### **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 Demand Draft of Earnest Money Deposit (EMD)
2. Copy of Demand Draft of Tender Fee
3. Bid Form as per format (Section – K)

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

1. N I T Declaration duly stamped & signed in bidder's letter head, Section - X
2. Declaration of Eligibility Criteria, Section - W

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

1. Technical Specification With Compliance Statement (Section – N)
2. Manufacturer Authorisation Form (Section – O)

#### **Financial Cover:**

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

## WEBEL TECHNOLOGY LIMITED

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

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

Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES	A1. CERTIFICATES	<ul style="list-style-type: none"> <li>• Service Tax Registration Certificate</li> <li>• Trade License</li> <li>• Document as per Clause no. 10 of Section – J</li> </ul>
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	<ul style="list-style-type: none"> <li>• Document as per Clause – 1 of Section – J</li> <li>• Document as per Clause – 2 of Section – J</li> </ul>
		B2. COMPANY DETAILS 2	<ul style="list-style-type: none"> <li>• Company Profile (Not more than 3 pages)</li> <li>• ISO Certificate as per Clause no. 6 of Section – J</li> </ul>
C	CREDENTIAL	CREDENTIAL 1	<ul style="list-style-type: none"> <li>• Order copies as per Clause no. 7 of Section – J</li> </ul>
		CREDENTIAL 2	<ul style="list-style-type: none"> <li>• Product brochure</li> <li>• Other documents, if any</li> </ul>
D	DECLARATION	DECLARATION 1	<ul style="list-style-type: none"> <li>• List of Clients as per format (Section – R)</li> <li>• Technical Capability as per format (Section – U)</li> </ul>
		DECLARATION 2	Financial Capability of Bidder as per format (Section – T)
		DECLARATION 3	Bidder's Details as per format (Section – Q)
		DECLARATION 4	<ul style="list-style-type: none"> <li>• Document as per Clause – 3 of Section – J</li> <li>• Document as per Clause – 5 of Section – J</li> </ul>
		DECLARATION 5	<ul style="list-style-type: none"> <li>• Declaration as per Clause no.11 of Section – J</li> <li>• Declaration as per Clause no.13 of Section – J</li> </ul>
		DECLARATION 6	Submission of feasibility study report for HUB & spoke locations as per Section - I
F	FINANCIAL INFO	P/L & BALANCE SHEET 2013-2014	P/L & BALANCE SHEET 2013-2014
		P/L & BALANCE SHEET 2014-2015	P/L & BALANCE SHEET 2014-2015
		P/L & BALANCE SHEET 2015-2016	P/L & BALANCE SHEET 2015-2016

**Note:**

**The hard copy of the total set of documents uploaded in e-Tender site except BOQ to be submitted in sealed envelope to Manager (Purchase), Webel Technology Ltd. before opening of Technical Bid. The envelope superscripted with words “Hard copy of document uploaded against Tender no. WTL/CT/MPLS/17-18/002 except BOQ”.**

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – D**

### **INSTRUCTIONS TO BIDDER**

#### **1. Definitions**

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

**“Acceptance Test Document”** means a document, which defines procedures for testing the functioning of installed system. The document will be finalized with the contractor with in 7 days of issuance of the Order.

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

**“Bidder”** means any firm/organization 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 with whom WTL / Directorate of Commercial Taxes under Government of West Bengal signs the agreement for commission of bandwidth and render services for the connectivity between two locations.

**“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”** shall 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 non-competitive levels and to deprive the WTL / Directorate of Commercial Taxes and eventually Government of West Bengal of the benefits of free and open competition.

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

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

**“CTD”** means the Directorate of Commercial Taxes

**“WTL”** means Webel Technology Ltd.

**“GST”** means Goods & Service Tax

**“GSTN”** means Goods & Service Tax Network

**“Installation”** means that the laying down and installation of the items in accordance with this Contract.

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

**“Project”** Implementation of Secondary MPLS-VPN connectivity for the Directorate of Commercial Taxes & Excise Directorate, Govt. of W.B



## **WEBEL TECHNOLOGY LIMITED**

**“Implementation Period”** shall mean the period from the date of LoI/Work Order issued by WTL or signing of the Agreement and up to the issuance of Final Acceptance Certificate for the project.

**“Service Tenure”** means entire warranty period as per the RFP

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

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

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

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

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

**“Period of Agreement”** means 5 years from the date of Final acceptance of the Project

**“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.

**“Class Of Service (CoS)”** means the standard of service which determines different prioritization of VPN traffic on the Bidders backbone and hence determines packet delivery guarantee, latency guarantee and jitter guarantee. The different class of services can be Business, Premium Non Real Time (NRT) and Premium Real Time (RT). If the Service is not allocated a CoS then it shall be Business.

**“CPE”**, means any router (including cables, connectors and software) supplied by service provider as part of the Service and installed at Locations. This also includes any other hardware installed for connectivity purpose.

**“Jitter”**, means the inter packet delay variation between CPE to CPE. Jitter is expressed in milliseconds (“ms”).

**“Month”**, means a calendar month.

**“PBH”** means Primary Business Hours, which are generally from 10:00 A.M. to 6:30 P.M., unless otherwise specified in the Agreement.

**“EBH”** means Extended Business Hours, which are generally from 6:30 P.M. to 10:00 A.M., unless otherwise specified in the Agreement.

## **WEBEL TECHNOLOGY LIMITED**

“**Outage**” means the non-availability of the Service at a Location, which prevents the customer location from sending or receiving data.

“**PLR**” means Packet Loss Ratio, the ratio between the number of IP packets sent by source router and the number of packets actually received by the destination router. The Packet Loss Ratio is expressed as a percentage.

“**LATENCY**” means the elapsed time taken for the two-way transmission of a packet between two CPE routers. The LATENCY is expressed in milliseconds.

“**Site Availability**” means the virtual communication link availability, expressed as a percentage, between a Location and a PE Router to which the CPE Router is connected, including Access Circuit and the part of service provider Network that provides connectivity for the Location.

“**Scheduled Maintenance**” means maintenance scheduled by service provider to occur during low Network traffic basically after office hours to implement generic changes to, or generic version updates of, the Network.

“**POP**” Own infrastructure Point or network interface at which a telephone company hands off its service to the subscriber. Equipment on the outer side of the POP belongs to the telephone company and that on the other side to the consumer.

“**SLA**” Service Level Agreement of the Service

### **2. PRE BID MEETING**

Pre Bid Meeting will be held on 27.04.2017 at 15.00 hrs at premises of WTL. Bidder can send their queries as per format (Section - S) to Manager (Purchase) ([wtlpurchase@gmail.com](mailto:wtlpurchase@gmail.com)) and copy to Mr. Debasis Majumdar ([debasis.majumdar@wtl.co.in](mailto:debasis.majumdar@wtl.co.in)). Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. The entrance to the Pre Bid Meeting will be limited to two persons per bidder and carrying valid authorization letter on official letter head bearing company seal.

### **3. COST OF BIDDING**

The bidder shall bear all costs associated with the preparation and submission of the bid and WTL will in 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 requirements in the bid document. The invitation to bid together with all its attachments thereto shall be considered to be read, understood and accepted by the bidder unless deviations are specifically stated in the serials 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 in the bid being rejected.

### **5. AMENDMENT OF BID DOCUMENT**

At any time prior to the deadline for submission of proposals, WTL reserves the right to add/modify/delete any portion of this document by issuance of a Corrigendum, which would be published on the website and will also be made available to all the Bidders 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

## **WEBEL TECHNOLOGY LIMITED**

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 service period has to be taken care by the contractor to maintain the guaranteed uptime.

### **9. EARNEST MONEY DEPOSIT (EMD)**

The firm shall furnish an EMD of Rs.500,000/- (Rupees Five Lakhs only) in the form of a demand draft from a Scheduled Bank payable at Kolkata and in favour of Webel Technology Limited. Any bid not accompanied with the EMD shall be rejected.

### **10. FORFEITURE OF EMD**

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

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

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

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

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

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

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

### **11. FORMS AND FORMATS**

The various inputs for the Techno Commercial as Financial Bids are to be submitted in the format specified. The bidder shall use the form, wherever specified, to provide relevant information. If form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. For all other cases, the bidder shall design a form to hold the required information.

### **12. 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.

### **13. CONTRACT EXECUTION**

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

### **14. TIME SCHEDULE FOR COMMISSIONING OF LINK**

Sl. No.	Location at	Time frame for commissioning of Links
1.	HUB	30 days from Date of Lol/Work Order issued by WTL

## **WEBEL TECHNOLOGY LIMITED**

2.	Spoke locations at District HQ & Sub-Division HQ	30 days from Date of LoI/Work Order issued by WTL
3.	Spoke locations at Sub-Division HQ	45 days from Date of LoI/Work Order issued by WTL
4.	Rest of the Spoke locations	60 days from Date of LoI/Work Order issued by WTL

### **15. LIQUIDATED DAMAGE / PENALTY**

The penalty for delay period in weeks to and part thereof after the time frame mentioned above will be calculated as follows.

<b>Delay in Days beyond mentioned above</b>	<b>Penalty</b> (% of Annual cost for the undelivered links)
1-30	5 %
31-60	10 %
60-90	20%
Above 90	Work order will be Cancelled

WTL reserves the right to terminate the contract without giving any notice 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.

### **16. 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.

### **17. TERMS OF PAYMENT**

Payment terms will be on back-to back basis, i.e., payment will be made against submission of invoices upon receipt of payment from customer, i.e., Directorate of Commercial Taxes. The invoice per link will be made quarterly post usage. One time charges will be paid along with first quarter payment.

### **18. LIABILITY**

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

- Payment referred to in the Patents and Copyrights clause.
- Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the Contractor's negligence.
- As to any other actual damage arising in any situation involving 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 any indirect, consequential loss or damage, lost profits, third party loss or damage to property or loss of or damage to data.

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

### **19. PATENTS & COPYRIGHT**

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

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

Remedies: If such a claim is made or appears likely to be made, WTL would permit Contractor to enable WTL to continue to use the product, or to modify it, or replace it with one that is at least

## **WEBEL TECHNOLOGY LIMITED**

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.

### **20. GOVERNING LAWS**

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

### **21. 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.

### **22. 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.

### **23. WORKMEN'S COMPENSATION**

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

### **24. 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.

### **25. 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

## **WEBEL TECHNOLOGY LIMITED**

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.

### **26. EQUIPMENT**

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

### **27. SUB-CONTRACT**

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

### **28. 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.

### **29. 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.

### **30. 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.

## **WEBEL TECHNOLOGY LIMITED**

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

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

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

### **31. INSURANCE COVERAGE**

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

### **32. SERVICE SUPPORT**

The equipment supplied will be warranted against bad workmanship and manufacturing defects, as mentioned in Bill of Material, from the date of acceptance of the system whole or part. Service support for the entire period will be on site and comprehensive (including spares and all software support) and free of cost for the entire period.

The Bidder should have a centralized Help Desk with 24 X 7 supports to take care of the Network management for the customer and an exclusive Toll free number of Help Desk for the customer. **The bidder should give a brief note on help desk operation, trouble ticketing (Pro-active/Complaints), call escalation, resolution procedure for attending downtime at each location.** Each registered call would be provided a unique number. All received calls and their resolution details have to be communicated to WTL on a fortnightly basis during the entire period of the contract **The SLA will be reviewed on a monthly basis.**

The call log as well as resolution details have to be submitted to WTL on a fortnightly basis.

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

As a guarantee for timely delivery, installation and commissioning of equipment as well as performance of on-site warranty support, as mentioned in Bill of Material, from the date of final acceptance of systems and pertaining to proper running of the systems, the bidder will have to submit 10% of the contract value as security in the form of Performance Bank Guarantee from any nationalized/scheduled bank valid for six months beyond the warranty period. Performance Bank Guarantee to be submitted within two weeks from the date of issuance of order as per format (Section – V).

### **34. CONTRACTOR'S RESPONSIBILITIES**

The contractor shall conduct all contracted activities with due care and diligence, in accordance with the contract and with the skill and care expected of a competent provider of Infrastructure Solution facility creator, subsystems and other related services or in accordance with best industry practices.

The contractor confirms that it has entered into this contract on the basis of a proper examination of the data relating to the facility provided by WTL and on the basis of information that the contractor could have obtained from a visual inspection of the site. The contractor acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the contract.

The contractor shall be responsible for on site delivery, timely provision of all resources, information and decision making under its control that are necessary to reach a mutually agreed and finalized project within the time schedule. The contractor shall acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings that are necessary for the performance of the contract.

The contractor shall comply with all relevant laws in force in India. In particular, the contractors shall provide and employ only such personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.

The contractor assumes primary responsibility for all the testing for the Infrastructure Solution, in accordance with relevant provision of this tender.

To achieve the above deliverables the contractor on receipt would:

## **WEBEL TECHNOLOGY LIMITED**

- Designated a single point of contact within seven days from the award of contract
- Submit detailed Implementation Plan. This should also indicate expected dates of the events
- Submit a mutually approved Acceptance Test Procedure in consultation with WTL
- Offering of equipment for pre-delivery inspection
- Delivery of equipment
- Installation and commissioning
- Set up central monitoring facility
- Final Acceptance of deployed systems

### **35. PURCHASER'S RESPONSIBILITIES**

WTL shall be responsible for provision of all resources, access and information under its control that are necessary during implementation of work relating to this job. The confidentiality of the data being shared shall be maintained.

The following facilities shall be provided for working on the assignment:

- WTL will work with the Directorate of Treasuries, Directorate of Registration & Stamp Revenue, Directorate of Commercial Taxes and Excise Directorate, Government of West Bengal to identify the site needed for installation of equipment.
- Once the vendor receives all the scheduled material at their Kolkata warehouse, the vendor should inform WTL its readiness to offer the material for conducting the pre-delivery inspection
- WTL would depute its representative within seven days from the receipt of the intimation from the vendor, to conduct the pre-dispatch inspection.
- WTL or its representative will supervise the Installation and commissioning Test of equipment and services including Partial Acceptance/Final Acceptance Test as per laid down criteria. The contractor to conduct such test shall provide all assistance.

### **36. 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.

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

It is the Purchaser's policy to require that bidders, suppliers, contractors and consultants under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the 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.

### **38. ENFORCEMENT OF TERMS**

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

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

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

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

- The prices shall be inclusive of all taxes & levies including Service Tax. However the rate and quantum of taxes should be indicated separately in the Price Bid / bill.
- The Purchaser shall be authorized to deduct any tax as applicable from the bidder from the bidder's payment.



## **WEBEL TECHNOLOGY LIMITED**

- For the purpose of the Contract, it is agreed that Contract Price specified in Price Bid, is based on the taxes & duties and charges prevailing at the rate one day prior to the last date of Bid submission date. If any rate of tax changes and new tax rate is introduced then it will be accessed on the Bidder in connection with the performance of the Contract, an equitable adjustment of the Contract Price or deduction there from as the case may be.
- Deduction of all statutory and necessary Tax from each bill will be made as per Act/Government Order prevailing at the time of payment. Necessary tax deduction certificate will be issued on demand by the Company.
- Bidder submitting a tender shall produce up to date VAT, Income Tax and Professional Tax Certificate in the standard form from the Tax Authority or a Certificate that the assessment is under consideration. All such clearance certificates shall remain valid on the last date of permission.
- In case of CST billing WTL will provide "Waybill" and C Form". Entry Tax will be borne by the bidder.

### **41. DISCREPANCIES IN BID**

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

### **42. BID DUE DATE**

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

### **43. LATE BID**

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

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

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

### **45. CONTACTING WTL**

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

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

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

### **47. BID CURRENCIES**

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

### **48. PRICE**

- Price should be quoted in the Price Bid format only. No deviation in any form in the Price Bid sheet is acceptable
- Price quoted should be firm, inclusive of packing, forwarding, insurance, freight and other charges.
- Percentage/specified amount of taxes & duties should be clearly mentioned otherwise WTL reserves the right to reject such vague offer.
- Price to be quoted inclusive of Installation, Commissioning and maintaining charges of link.

## **WEBEL TECHNOLOGY LIMITED**

### **49. CANVASSING**

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

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

This tender document is not transferable.

### **52. WITHDRAWAL OF BID**

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

### **53. INTERPRETATION OF DOCUMENTS**

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

### **54. PREPARATION OF TENDER**

Tender shall be submitted in accordance with the following instructions:

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

### **55. CLARIFICATION OF BIDS**

During evaluation of Bids, the customer, at its discretion, may ask the Bidder for clarification of its Bid. The request for clarification and the response shall be in writing (Fax/e-Mail), and no change in the substance of the Bid shall be sought, offered or permitted.

### **56. WORK POLICY**

- a. The contractor agrees to employ its best efforts to meet the Assignment deadlines and standards applicable.
- b. The Contractor shall provide and carry out the stipulated services at the premises of the offices of different departments, Government of West Bengal. Any individual assigned for the performance of the services under this Agreement, shall observe the rules and regulations of the respective departments, Government of West Bengal; provided however, the adherence to such working hours of respective departments, Government of West Bengal shall not constitute justification for non accomplishment of agreed schedules.
- c. The persons engaged by the contractor must have a record of integrity and no criminal convictions in the past.

## **WEBEL TECHNOLOGY LIMITED**

- d. The contractor shall make sure that proper working atmosphere is maintained in the working area. No member of staff will be allowed any sort of misbehavior in the premises of the respective department or at the offices of other departments. In case of any such incidence, the contractor will be solely responsible and shall immediately discontinue the services of the person involved, after such enquiry as might be caused to be conducted by the respective department.
- e. The contractor and any individual assigned for the performance of the services under this Agreement should agree to comply with the standard/ special physical security procedures of respective department at the locations where the contractor is performing work.

### **57. TERMS OF THE CONTRACT**

- a. Term of the contract is five years from the date of start.
- b. That on the expiry of this Agreement, the contractor and any individual assigned for the performance of the services under this Agreement shall handover all the Confidential Information and all other related materials in its possession, including all the hardware supplied by contractor under this agreement.
- c. All hardware, software & other materials for this project used by contractor will be the legal properties of respective departments, Government of West Bengal.
- d. After the end of the term of this contract, the Departments may consider granting an extension to the contractor for further period of one year on payment of contract rate only or may terminate the contract entirely and call for fresh Tender. This is for all the sites.

### **58. TERMINATION**

The contract without prejudice to any other remedy for breach may terminate the contract fully by written notice of default sent to contractor.

- If fails to deliver any or all contractual services as per service standard specified in the SLA.
- If fails to perform any other obligation(s) under the Contract,
- If in the judgment has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- Violation of any other terms of the contract.

### **59. COMPLIANCE WITH LAWS**

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 and 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.

### **60. ERASURES OR ALTERATIONS**

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

### **61. 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.

## **WEBEL TECHNOLOGY LIMITED**

- 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.

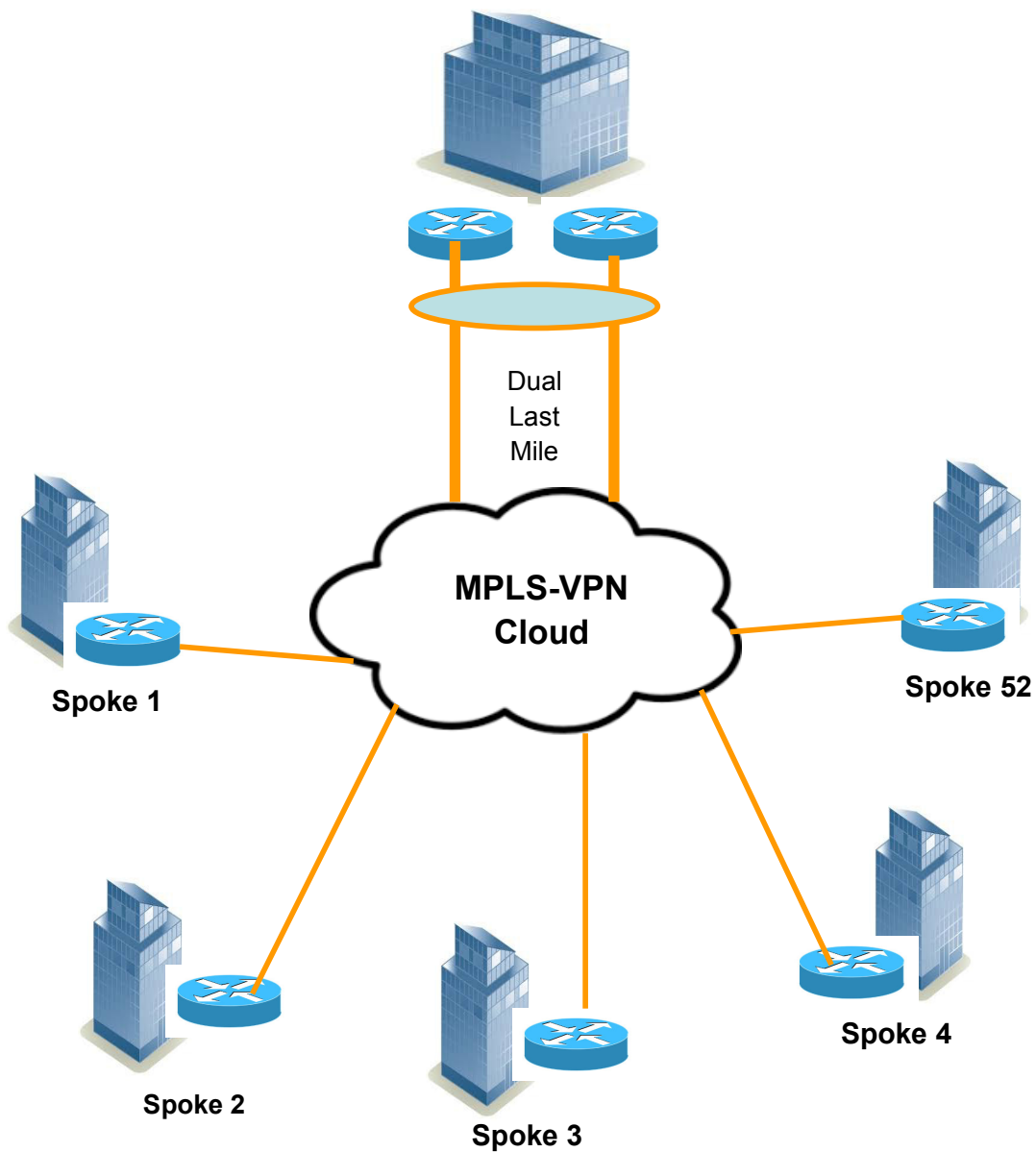
**WEBEL TECHNOLOGY LIMITED****SECTION - E****LOCATION WISE EXISTING MPLS CONNECTIVITY WITH BANDWIDTH & ARCHITECTURE OF EXISTING MPLS CONNECTIVITY**

<b>Sl. No.</b>	<b>Location Name</b>	<b>Present MPLS Bandwidth</b>	<b>Connected to</b>
1	HUB (West Bengal State Data Center), Salt Lake	50Mbps	All spoke locations
2	Salt Lake Building	10Mbps	WBSDC
3	Madan Street Building	2Mbps	WBSDC
4	Behala Circle Building	2Mbps	WBSDC
5	Behala Charge Building	2Mbps	WBSDC
6	N S Dock Checkpost	2Mbps	WBSDC
7	Kolkata Airport Checkpost	2Mbps	WBSDC
8	Howrah Circle Building	2Mbps	WBSDC
9	Howrah Range Building	2Mbps	WBSDC
10	Baruipur Charge Building	2Mbps	WBSDC
11	Diamond Harbour Charge Building	2Mbps	WBSDC
12	Barasat Charge Building	2Mbps	WBSDC
13	Barrackpore Charge Office Building	2Mbps	WBSDC
14	Barrackpore Range Office Building	2Mbps	WBSDC
15	Sreerampur Charge Building	2Mbps	WBSDC
16	Tamluk Charge Building	2Mbps	WBSDC
17	Haldia Unit Office	2Mbps	WBSDC
18	Medinipur Charge Building	2Mbps	WBSDC
19	Medinipur Circle Building	2Mbps	WBSDC
20	Kharapur Range Building	2Mbps	WBSDC
21	Sonakonia Checkpost	2Mbps	WBSDC
22	Chichira Checkpost	2Mbps	WBSDC
23	Burdwan Charge Building	2Mbps	WBSDC
24	Durgapur Zonal Office Building	2Mbps	WBSDC
25	Durgapur Range Office Building	2Mbps	WBSDC
26	Asansol Circle Building	2Mbps	WBSDC
27	Duburdih Checkpost	2Mbps	WBSDC
28	Suri Charge Building	2Mbps	WBSDC
29	Rampurhat Range Building	2Mbps	WBSDC
30	Bankura Charge Building	2Mbps	WBSDC
31	Purulia Charge Building	2Mbps	WBSDC
32	Purulia Range Building	2Mbps	WBSDC
33	Chasmore Checkpost	2Mbps	WBSDC
34	Berma Checkpost	2Mbps	WBSDC
35	Krishnanagar Charge Building	2Mbps	WBSDC
36	Beharampur Circle Building	2Mbps	WBSDC
37	Balurghat Charge Building	2Mbps	WBSDC
38	Raigunj Circle Building	2Mbps	WBSDC
39	Raigunj Range Building	2Mbps	WBSDC
40	Dalkhola Checkpost	2Mbps	WBSDC

**WEBEL TECHNOLOGY LIMITED**

41	Siliguri Building	2Mbps	WBSDC
42	Siliguri Revision Board Office Building	2Mbps	WBSDC
43	Phasidewa Checkpost	2Mbps	WBSDC
44	Darjeeling Charge Office Building	2Mbps	WBSDC
45	Meli Checkpost	2Mbps	WBSDC
46	Jalpaiguri Circle Building	2Mbps	WBSDC
47	Coochbehar Charge office Building	2Mbps	WBSDC
48	Baxirhat Checkpost	2Mbps	WBSDC
49	Alipurduar Range Office Building	2Mbps	WBSDC
50	Barobisha Checkpost	2Mbps	WBSDC
51	Jaigoan Checkpost	2Mbps	WBSDC
52	Birpara Checkpost	2Mbps	WBSDC

**WBSDC at Salt Lake**



# **WEBEL TECHNOLOGY LIMITED**

## **SECTION -F**

### **SCOPE OF WORK & RESPONSIBILITY**

Webel Technology Ltd. is interested to engage reputed Bidders [Telecom Service Provider] for providing managed MPLS connectivity at 54 locations as secondary MPLS connectivity spread across the West Bengal for the Directorates of Commercial Taxes.

The EoI/RFP is intended to select reputed Service provider with credentials to deliver and manage the MPLS network service across the state for the Directorate of Commercial Taxes. The vendor is expected to bid BOM, requirement with spoke router and UTM at HUB end (as per specification in **section-N**) at each location and manage the network along with the Router & UTM at these locations for a period of 5 years from date of installation.

The hub location will have MPLS connectivity on Gigabit Ethernet/ Optical interface depending on the bandwidth size as per the BOM in **Section - H**. Routers are required to be supplied at the all Spoke locations and at UTM provided in High Availability (HA) mode at HUB end..

At Hub location in West Bengal State Data Centre the bidder has to propose for MPLS on dual last mile from dual pop (own pop). The geographically different addresses of the two POP's at Kolkata has to be mentioned in the proposal with network diagram justifying how these POP's would function in the event of failure of one POP.

Bidder should also provide trained experienced, technical manpower for every departments'/directorates' network. The manpower should be available for the complete tenure of this project (5 years).

#### **CPE End point(HUB & Spoke):**

- Link should terminate on Router only on Ethernet port/Fiber port (fiber module will be provided by the bidder).
- The routers/UTM delivered in this project has to be managed and maintained by the bidder for five years.
- Spoke router will be configured as failover mode (integration of Existing MPLS link with Secondary MPLS link) by the bidder. Necessary technical help will be provided by WTL technical team during the integration and warranty period.
- HUB UTM will be configured in HA mode by the bidder. Necessary technical help will be provided by WTL technical team

#### **Last Mile:**

- Last mile on FIBER/Copper/RF
- The POP's from which last miles are extended should be managed POP's.
- To support Multiple COS for real time and non real time traffic
- Handoff- Fast Ethernet
- All statutory clearance/permission for Last mile connectivity outside the building will be bidder's responsibility.
- In case of RF last mile, Bidder should take all necessary/precautionary measures like aviation lamp, lightning arrester, connecting to building Earthing etc.

#### **MPLS VPN:**

- To support Multiple COS for real time and non real time traffic
- Proposed MPLS network is unique and should be monitored through different NMS. Bidder should be able to extend NMS of respective Directorate with its end user on requirement basis.
- Handoff- GE/FE

#### **Manpower:**

- Technical Manpower should be posted at CTD HQ, 14 Beliaghata Road under supervision of WTL and monitoring the MPLS links , receiving the calls and provide other related issue on normal office hours or extended office hours, if required.
- Technical Manpower should maintain all necessary documents/transactional requests/approvals for Directorate.

## **WEBEL TECHNOLOGY LIMITED**

- Technical Manpower should maintain the network along with hardware and be accountable for the monthly/quarterly reports.
- Technical Manpower should coordinate with service-provider's NOC for all network related issues, upkeep activities.
- Technical Manpower should maintain inventory of network equipments, services for MPLS network

### **Directorate Scope:**

- UPS power and permission at each of the offices for fiber or copper entry/ installation of RF equipment on the roof top/Ground of the remote offices will be provided by Directorate.
- Building earthing at working condition.
- Provide the Rack space for installation of Spoke Router at Spoke end and UTM for HUB end.

### **Site Survey & Feasibility Report :**

- Bidder conduct survey (at their own cost) the sites, for which they have to collect necessary permission letter from WTL.
- The bidder have to submit feasibility study report for HUB & all spoke location as per format given in **Section - I**, non submission of detailed feasibility report along with approach of the MPLS connectivity for any location by any bidder will lead summarily rejection of bid.



# **WEBEL TECHNOLOGY LIMITED**

## **SECTION - G**

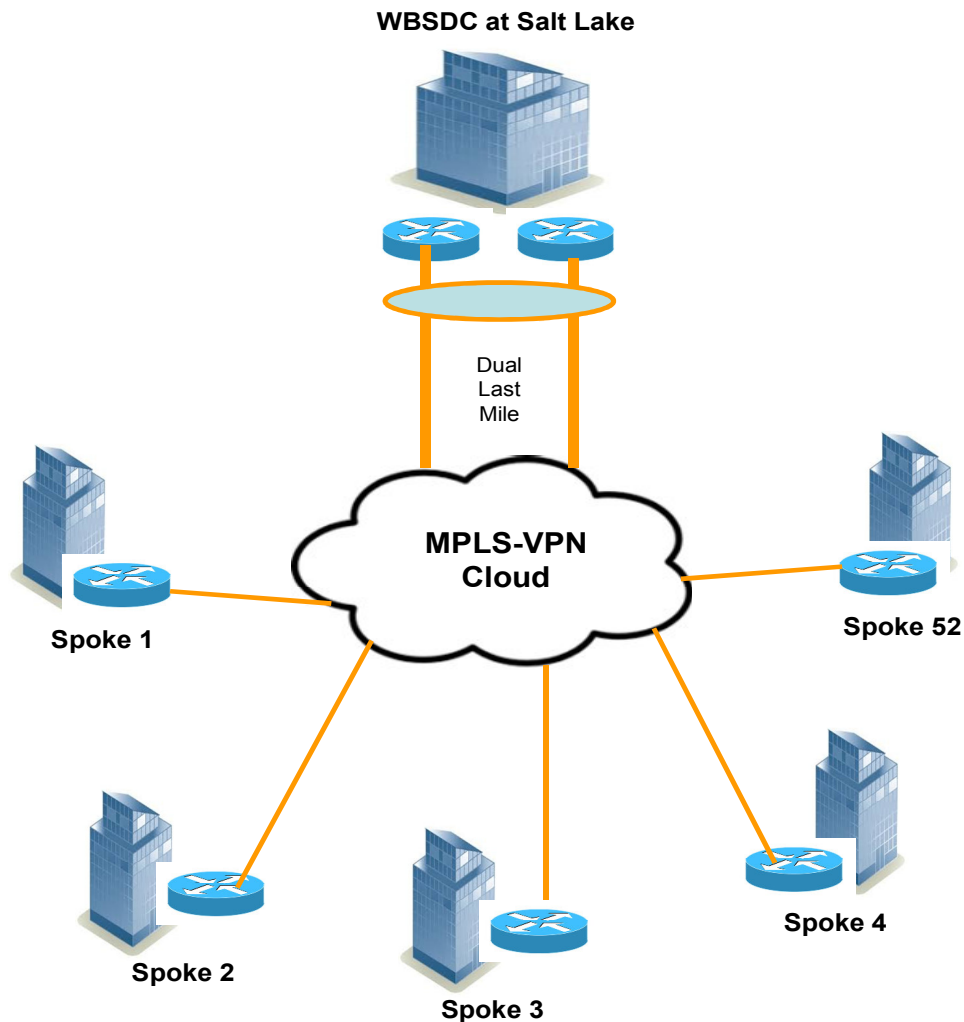
### **PROPOSED ARCHITECTURE FOR CONNECTIVITY**

WTL propose to connect all the CTD offices with the following architecture. The last mile connectivity with CPE at WTL and vendor POP should be connected using OFC/Copper/RF with Ethernet drop.

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

The bidder has to provide all the equipments required on this network till CPE device. The equipments shall remain service provider's property and should be replaced in case of failure as and when it occurs. WTL will ensure healthy site conditions for these equipments as per industry standard.

At central site the routers provided should be in HA mode to ensure maximum uptime. Also link at SDC site should be provided on underground media.



**WEBEL TECHNOLOGY LIMITED****SECTION-H****LOCATIONS FOR INSTALLATION AND BANDWIDTH REQUIREMENT**

<b>Sl. No.</b>	<b>Location Name</b>	<b>MPLS Bandwidth Requirement</b>	<b>Address details</b>	<b>District HQ / Sub-Division HQ / Other</b>
1	West Bengal State Data Center	100Mbps	Moni Bhandar, Webel Bhavan, Block-EP & GP, Sector-V, Salt Lake City, Kolkata - 700 091	Sub Division HQ
2	Salt Lake Building	10Mbps	Jalasampad Bhavan, Salt lake Kol-91	Sub Division
3	Madan Street Building	5Mbps	10, Madan Street, Kolkata	District HQ
4	Behala Circle Building	5Mbps	620 D.H.Road, Behala Industrial Estate, Behala Chowrasta, Kol	District HQ
5	Behala Charge Building	2Mbps	620 D.H.Road, Behala Industrial Estate, Behala Chowrasta, Kol	District HQ
6	N S Dock Checkpost	2Mbps	Metiabruz, Kol-700024	District HQ
7	Kolkata Airport Checkpost	2Mbps	Kolkata Airport Checkpost, Kolkata Airport	District HQ
8	Howrah Circle Building	10Mbps	7/1, Mackenje Lane, Howrah-711101	District HQ
9	Baruipur Charge Building	2Mbps	Baruipur, Kachari Bazar, 24 Pgs(S), Kol-144	Sub Division HQ
10	Diamond Harbour Charge Building	2Mbps	New Town, Dr Hasnad Gali, Diamond Harbour, 24Pgs(S)-743331	Sub Division HQ
11	Barasat Charge Building	2Mbps	82/5, KNC Road. Barasat 24Pgs(N)	District HQ
12	Barrackpore Charge Office Building	2Mbps	50 BT Road, Talpukur, Barrackpore 24Pgs(N), Kol-123	Sub Division HQ
13	Barrackpore Range Office Building	2Mbps	65, Barrack Road. Barrackpore, Kol-120	Sub Division HQ
14	Sreerampur Charge Building	4Mbps	Sreerampur Court Compound, Hoogly-712201	Sub Division HQ
15	Tamluk Charge Building	2Mbps	Daharpur, Oppo Mamata Nursing Home, Tamluk-721636	District HQ
16	Haldia Unit Office	2Mbps	Basudevpur .PO-Khanjan Chowk.SDO Building Complex, PS-Durgachowk, Haldia-721602	Sub Division HQ
17	Haldia Dock Checkpost	2Mbps	Haldia Dock Area Checkpost, Chiranjeebpur, PO-Debhog, Paschim Medinipur	Sub Division HQ
18	Medinipur Charge Building	2Mbps	Medinipur Head Post Office Road, Rajabazar	District HQ
19	Medinipur Circle Building	2Mbps	Sadarghat, near Amtala Bus Stand, Ward-19, PS-Kotwali, Paschim Medinipur	District HQ
20	Kharagpur Range Building	2Mbps	Chowringhee, Nr Rupnarayanpur Petrol Pump, (N.H.6) Jakpur, Kharagpur-721301	Sub Division HQ

**WEBEL TECHNOLOGY LIMITED**

21	Sonakonia Checkpost	2Mbps	Sonakonia Checkpost, Vill&PO- Sonakonia, Paschim Medinipur	Other
22	Chichira Checkpost	2Mbps	Chichira Checkpost, Chichira, PS: Jamboni, Paschim Medinipur	Other
23	Burdwan Charge Building	2Mbps	Parbati Bhawan, Kalna Road, Badamtala, Bank of India Bldg, Nr Chowdhury Market, Bardhaman	District HQ
24	Durgapur Zonal Office Building	5Mbps	Red Cross Road, Commercial Estate, City Centre, Durgapur	Sub Division HQ
25	Durgapur Range Office Building	2Mbps	City Centre, Durgapur-16	Sub Division HQ
26	Asansol Circle Building	5Mbps	Court Road, beside SBI Asansol Main Branch, Asansol-04	District HQ
27	Duburdih Checkpost	2Mbps	Duburdih Checkpost, Barakar, Asansol, Bardhaman	Other
28	Suri Charge Building	2Mbps	Station More, R.N. Tagore Road. Suri, Birbhum 731101	District HQ
29	Rampurhat Range Building	2Mbps	Nischindapur, Rampurhat-731224	Sub Division HQ
30	Bankura Charge Building	2Mbps	Bankura Charge, Lalbazar	District HQ
31	Purulia Charge Building	2Mbps	Near Jila School, Dulmi-Nadiha, Purulia- 723101	District HQ
32	Purulia Range Building	2Mbps	Bhatbandh More, Will Cox Road, Purulia- 723143	District HQ
33	Chasmore Checkpost	2Mbps	Chasmore Checkpost, Purulia	Other
34	Berma Checkpost	2Mbps	Berma Check Post, PO: Rangadig, PS: Balarampur, Purulia- 723143	Other
35	Krishnanagar Charge Building	2Mbps	Roypara, Beledanga More, Nr Khalish Park, Krishnagar, Nadia	District HQ
36	Beharampur Circle Building	4Mbps	Bimal Snha Rd, Commercial Complex, Berhampur, Murshidabad- 742101	District HQ
37	Malda Charge Building	2Mbps	Kshudiram Shaw Complex Bldg, Rabindra Avenue, Oppo: Malda Jila School, Maldah-732101	District HQ
38	Gazole office	2Mbps	Bidrohi More, Gazole, Malda-732124	Other
39	Balurghat Charge Building	2Mbps	Old Sub-Jail Market Complex, Kachari Road, near S.P. Office, Balurghat, Dakshin Dinajpur	District HQ
40	Raiganj Circle Building	2Mbps	Raiganj Super Market, 4th Block, 1st Fl, Oppo-Gitanjali Cinema, Raiganj- 733134, Uttar Dinajpur	District HQ
41	Raiganj Range Building	2Mbps	Sudarshanpur (Near Ma Sarada School) Raiganj-733134, Uttar Dinajpur	District HQ
42	Dalkhola Checkpost	2Mbps	Dalkhola Checkpost, Nr Purnea More	Other
43	Siliguri Building	10Mbps	Matigara Banijyakar Bhawan, Paribahan Nagar, Darjeeling-734010	Sub Division HQ
44	Siliguri Revision Board Office Building	2Mbps	Siliguri Revision Board Office, Nr City Centre, Siliguri, Darjeeling	Sub Division HQ

**WEBEL TECHNOLOGY LIMITED**

45	Phasidewa Checkpost	2Mbps	Phasidewa Checkpost,Gossainpur,Bagdogra-734014	Other
46	Darjeeling Charge Office Building	2Mbps	Ajit Mansion, Chowrasta, Mal, Darjeeling	District HQ
47	Melli Checkpost	2Mbps	Melli Checkpost,Melli Dara,Darjeeling-734213	Other
48	Jalpaiguri Circle Building	2Mbps	Treasury Bldg,3rd Floor,Jalpaiguri-735101	District HQ
49	Coochbehar Charge office Building	2Mbps	Near Sagar Dighi, Coochbehar-736101	District HQ
50	Baxirhat Checkpost	2Mbps	Baxirhat Checkpost,Jorai More,PO:Balakuthi,Coochbehar	Other
51	Alipurduar Range Office Building	2Mbps	Buxa Feeder Road,Oppo Fire Station,Alipurduar,Jalpaiguri-736121	District HQ
52	Barobisha Checkpost	2Mbps	Barobisha Checkpost,NH-31C,Jalpaiguri-736207	Other
53	Jaigoan Checkpost	2Mbps	Jaigoan Checkpost	Other
54	Birpara Checkpost	2Mbps	Birpara Checkpost,Jalpaiguri	Other

**WEBEL TECHNOLOGY LIMITED**

**WEBEL TECHNOLOGY LIMITED****SECTION – I****FORMAT FOR SUBMISSION OF FEASIBILITY STUDY FOR HUB & SPOKE LOCATIONS**

(Tender No. WTL/CT/MPLS/17-18/002)

<b>Sl. No.</b>	<b>Location Name</b>	<b>Last Mile connectivity (Fiber/Copper/RF)</b>	<b>Roof top Tower / GBT</b>	<b>Height of RTT &amp; GBT</b>	<b>Any other requirement / issue at Site</b>	<b>Remarks</b>
1	West Bengal State Data Center					
2	Salt Lake Building					
3	Madan Street Building					
4	Behala Circle Building					
5	Behala Charge Building					
6	N S Dock Checkpost					
7	Kolkata Airport Checkpost					
8	Howrah Circle Building					
9	Baruipur Charge Building					
10	Diamond Harbour Charge Building					
11	Barasat Charge Building					
12	Barrackpore Charge Office Building					
13	Barrackpore Range Office Building					
14	Sreerampur Charge Building					
15	Tamluk Charge Building					
16	Haldia Unit Office					
17	Haldia Dock Checkpost					
18	Medinipur Charge Building					

**WEBEL TECHNOLOGY LIMITED**

19	Medinipur Circle Building					
20	Kharagpur Range Building					
21	Sonakonia Checkpost					
22	Chichira Checkpost					
23	Burdwan Charge Building					
24	Durgapur Zonal Office Building					
25	Durgapur Range Office Building					
26	Asansol Circle Building					
27	Duburdih Checkpost					
28	Suri Charge Building					
29	Rampurhat Range Building					
30	Bankura Charge Building					
31	Purulia Charge Building					
32	Purulia Range Building					
33	Chasmore Checkpost					
34	Berma Checkpost					
35	Krishnanagar Charge Building					
36	Beharampur Circle Building					
37	Malda Charge Building					
38	Gazole office					
39	Balurghat Charge Building					
40	Raigunj Circle Building					

## WEBEL TECHNOLOGY LIMITED

41	Raigunj Range Building					
42	Dalkhola Checkpost					
43	Siliguri Building					
44	Siliguri Revison Board Office Building					
45	Phasidewa Checkpost					
46	Darjeeling Charge Office Building					
47	Melli Checkpost					
48	Jalpaiguri Circle Building					
49	Coochbehar Charge office Building					
50	Baxirhat Checkpost					
51	Alipurduar Range Office Building					
52	Barobisha Checkpost					
53	Jaigoan Checkpost					
54	Birpara Checkpost					

The bidder have to submit feasibility study report for HUB & all spoke location as per format given in **Section - I**, non submission of detailed feasibility report along with approach of the MPLS connectivity for any location by any bidder will lead summarily rejection of bid.

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

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

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



# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – J**

### **ELIGIBILITY CRITERIA**

Bidders must meet the following eligibility criteria.

1. The bidder must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or OPC or Proprietary Firm. Documentary (Certificate of incorporation/Relevant document) evidence to be submitted.
2. The Bidder should have their presence in Kolkata with own office. Valid proof should be submitted along with the bid.
3. The Bidder should be a MPLS-VPN provider having NLD/ILD and ISP licenses and should be capable of providing Bandwidth through various Last mile media links. Bidder shall have to submit photocopy of NLD/ILD/ISP license.
4. The Bidder has registered a turnover of Rs. 15.00 Crores per financial year (Finance year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) for the last three financial years (FY 2013-2014, FY 2014-2015 & FY 2015-2016) as per the audited accounts. Bidder shall have to submit photocopy of balance sheets in support of the above criteria.
5. The Bidder should have Its own Centralized NOC and backed by redundant NOC in different seismic zone. Bidder should submit a declaration in Letter head mentioning detailed address POPs & NOC.
6. The bidder shall have valid Quality Certificate (ISO 9001: 2008). Photocopy of the certificate to be submitted.
7. The bidder shall have independently executed at single similar Data connectivity order of at least Rs.2.00 (Two) Crores preferably in PSU/ Government /Public or private sector bank /Insurance companies, during last five financial years (FY 2012-13, 2013-14, 2014-15, 2015-16 & 2016-17) . References order copy along for the project to be submitted.
8. Bidder should submit Earnest Money Deposit (EMD) of Rs.500,000.00 (Rupees Five Lakhs only) in the form of Demand Draft drawn from any Scheduled Bank in favour of Webel Technology Limited payable at Kolkata.
9. Bidder should submit Tender Document Fee of Rs. 6000.00 (Rupees Six thousand only) in the form of Demand Draft from any Scheduled Bank in favour of Webel Technology Limited payable at Kolkata
10. The bidder should have valid Service Tax Registration Certificate, PAN & Trade License. Photocopy of all documents to be submitted.
11. The Bidder should have a centralized Help Desk with 24 X 7 supports. All received calls and their resolution details have to be communicated to WTL on a fortnightly basis during the entire period of the contract. The SLA will be reviewed on a monthly basis. Submit call center details.
12. Manufacturer's tender specific authorizations for Router and Firewall & UTM must be submitted as per format enclosed (Section - O).
13. The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal (as per DIT guidance note issued on 26-Dec-2011). Declaration on bidder's letter head to be submitted.
14. The bidder shall submit Bid Form (Section – K) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – K**

### **BID FORM**

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

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

**Sub: Implementation of Secondary MPLS connectivity for the Directorate of Commercial Taxes,**  
**GoWB.**

Dear Sir,

1. We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. WTL/CT/MPLS/17-18/002 dated 21.04.2017, 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: We have enclosed EMD in the form of Demand draft for a sum of Rs. 500,000/- (DD no. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_).
5. We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.
6. If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.
7. We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to ten percent (10%) of the Order value as stipulated in Financial Bid (BOQ).
8. We agree that WTL reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, this .....day of .....2017

Thanking you, we remain,

**WEBEL TECHNOLOGY LIMITED**

Yours faithfully

.....  
Signature

.....  
Name in full

.....  
Designation

**Signature & Authorized Verified by**

.....  
Signature

.....  
Name in full

.....  
Designation

.....  
Company Stamp

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – L**

### **TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT**

#### **1. EVALUATION PROCEDURE**

- The Eligibility Criteria (Section - J) will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- The bidder have to submit feasibility study report for HUB & all spoke location as per format given in **Section - I**, non submission of detailed feasibility report along with approach of the MPLS connectivity for any location by any bidder will lead summarily rejection of bid.
- The Tender Committee shall verify the Technical Specification (Technical Specification with Compliance Statement, Section – N) 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.

# WEBEL TECHNOLOGY LIMITED

## SECTION – M

### BILL OF MATERIALS (BANDWIDTH REQUIREMENT)

<b>Sl. No.</b>	<b>Description of Bandwidth</b>	<b>Qty.</b>	<b>Unit</b>
1.	One Time Installation Charge for 100 Mbps HUB Bandwidth	1	LS
2.	One Time Installation Charge for 10Mbps Spoke Bandwidth	1	LS
3.	One Time Installation Charge for 5Mbps Spoke Bandwidth	1	LS
4.	One Time Installation Charge for 4Mbps Spoke Bandwidth	1	LS
5.	One Time Installation Charge for 2Mbps Spoke Bandwidth	1	LS
6.	100 Mbps HUB Bandwidth charge for five years	1	No.
7.	10Mbps Spoke Bandwidth charge for five years	3	Nos.
8.	5Mbps Spoke Bandwidth charge for five years	4	Nos.
9.	4Mbps Spoke Bandwidth charge for five years	2	Nos.
10	2Mbps Spoke Bandwidth charge for five years	44	Nos.

# WEBEL TECHNOLOGY LIMITED

## SECTION – N

### TECHNICAL COMPLIANCE SHEET

- Bidder should submit all relevant data sheet/brochure of all quoted items and should also available in respective OEM's official website.
- Bidder should indicate items mentioned in the OEM data sheet / brochure by marketing as mentioned in minimum specification in the RFP

### Minimum Specification for Spoke Router

Qty.		53	
Make			
Model			
Features	Description	Specification (Quoted / Applicable – by the bidder)	Compliance (Y/ N)
<b>Modular platform</b>	Modular platform with integrated 4nos. Of 10/100/1000Mbps Gigabit Ethernet (RJ45)routed interfaces. Each of these interfaces should be configurable either as a WAN or LAN interface.		
	Two additional free slots for different type of interface cards to provide connectivity and services for varied network requirements.		
<b>Routing Throughput</b>	2Mpps		
<b>Additional Ports/Slots</b>	1x Console port		
<b>Hardware Encryption</b>	Should have a built-in hardware / Software encryption engine from day-1		
<b>Protocols</b> ( All features should be available from Day 1)	PPP, Multilink PPP, PPPoE (Client/Server), HDLC		
	Default Route, Static Route, RIPv1 &v2, OSPFv2, BGPv4, Policy based Routing, Fast Switching, Load balancing		
	CDP or equivalent compatible feature		
	IGMP, PIM-SM, PIM-DM, PIM-SSM		
	NAT, PAT, DNS, DDNS, UDP Helper, Netflow, SNMP, VRRP,TFTP client & server, FTP client, DHCP client & server, DHCP relay		
<b>MPLS</b> ( All features should be available from Day 1)	L2VPN, L3VPN, MPLS TE, VPLS, MP-BGP, VRF		
<b>IPv6</b> ( All features should be available from Day 1)	IPv6 Route: IPv6 static route, RIPng, OSPFv3, BGP4+		
	IPv6 Tunnel: IPsec v6, GRE tunnel, ISATAP		
	IPv6 transition: NAT-PT, IPv6 tunnel		
<b>Security</b> ( All features should be available from Day 1)	Access Control List (Standard & Extended)		
	AAA: Local, RADIUS & TACACS+		
	802.1x		
<b>Management</b> ( All features should be available from Day 1)	SNMP, Syslog, RMON, HTTP, CLI, Telnet, Console, VTY, SSH		
<b>Others</b>	OEM should be ISO 9001 and ISO 14001 or higher certified for design and development for Network equipment's		
	OEM should have direct presence in india for minimum last ten years		
	OEM should have own service centre/office in the state of installation		

## WEBEL TECHNOLOGY LIMITED

### Minimum Specification for Firewall & IPS

Qty.		02 Nos.	
Make			
Model			
Sl. No.	Specification	Specification (Quoted / Applicable – by the bidder)	Compliance (Y/N)
<b>A. General Requirements:</b>			
1	Network security appliance should support "Stateful" policy inspection technology. It should also have application intelligence for commonly used TCP/IP protocols like telnet, ftp etc.		
2	The Firewall should be ICSA Labs certified for ICSA 4.0 and EAL 4 certified or equivalent		
3	The platform should be based on real-time, secure embedded operating system		
4	Should support minimum 5 virtual systems from day one		
5	The device should belong to a family of products that attains IPv6 Ready Phase 2 & IPv6 Certification		
6	The proposed vendor must have a track record of continuous improvement in threat detection (IPS) and must have successfully completed NSS Labs' NGFW Methodology v6.0 testing with a minimum Security Effectiveness of 96%		
<b>B. Networking &amp; System Performance Requirements:</b>			
1	The Firewall should support a minimum of 10x 1GE RJ45 interfaces & 8x 1GE SFP Interface slots from day one		
2	The platform should support the standards based Link aggregation technology (IEEE 802.3ad) to achieve higher bandwidth.		
3	The Firewall should support Dynamic Routing Protocol for RIP1 & 2, OSPF, OSPFv3, BGP4, RIPng		
4	The Firewall should support Static, Policy Based, and Multicast routing		
5	The Firewall should provide throughputs of 40 Gbps or higher		
6	should support concurrent session atleast 10,000,000		
7	Should support new session per second atleast 250,000		
8	Should support IPS throughput of 10 Gbps from day one		
<b>C. Firewall Requirements:</b>			
1	The Firewall should support deployment modes as; "Route Mode" or "Transparent Mode"		
2	The proposed system should have integrated Traffic Shaping / QoS functionality		
3	Should support Static Routes & Policy Based Routing		
4	Firewall should support static NAT, PAT, dynamic NAT,PAT & destination based NAT		
5	All protocols should be supported like TCP/IP, PPTP, RTP/ L2TP, IPsec / GRE, DES, 3DES, AES, PPPoE, FTP, HTTP, HTTPS, SNMP, SMTP, DHCP, DNS		
6	Allows secure deployment of next-generation IPv6 networks, as well as hybrid environments that require simultaneous, dual stack support of IPv4 and IPv6		
7	Should be able to inspect HTTP and FTP traffic when these are deployed using non standard port( i.e when HTTP is not using standard port TCP/80)		
<b>D. High Availability Requirements:</b>			

## WEBEL TECHNOLOGY LIMITED

1	The firewall must support Active-Active as well as Active-Passive redundancy.		
2	The Firewall must support stateful clustering of multiple active firewalls, and the firewalls must load balance the traffic between them to share the load.		
3	The solution should be offered in High Availability		
<b>E. Intrusion Prevention System:</b>			
1	IPS should have DDoS and DoS anomaly detection and protection mechanism with threshold configuration.		
2	Support SYN detection and protection for both targets and IPS devices.		
3	The device shall allow administrators to create Custom IPS signatures		
4	Should have a built-in Signature and Anomaly based IPS engine on the same unit		
5	Signature based detection using real time updated database & should have minimum 6000+ IPS signature database from day one		
6	Supports automatic security updates directly over the internet. (ie no dependency of any intermediate device)		
7	Signature updates do not require reboot of the unit.		
8	Configurable IPS filters to selectively implement signatures based on severity, target (client/server) and operating systems		
9	IPS Actions: Default, monitor, block, reset, or quarantine		
10	Should support packet capture option		
11	IP(s) exemption from specified IPS signatures		
12	Should support IDS sniffer mode		
<b>F. Operating System &amp; Management Requirements:</b>			
1	Be proprietary to prevent inheriting common OS vulnerabilities		
2	Allow multiple OS firmware image for booting options		
3	Upgradeable via Web UI or TFTP		
4	Support for Built-in Management Software for simple, secure management of the security appliances through integrated, Web-based GUI, SSH, Console Port etc.		
5	Should support SNMPv1, SNMPv2, SNMPv3		
6	The system shall support profile base login account administration, offering granular access control such as only to Policy Configuration & Log Data Access		
7	The proposed system shall be able to limit remote management access from certain trusted network or host with corresponding administrator account		
8	The administrator authentication shall be facilitated by local database, PKI & remote services such as Radius, LDAP and TACAS+		

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

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

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



**WEBEL TECHNOLOGY LIMITED**

**SECTION – O**

**MANUFACTURER'S AUTHORIZATION FORM**

Date:

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

Ref: Tender No.: WTL/CT/MPLS/17-18/002 dated 21/04/2017

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

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

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

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

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

We also confirm that the material will be delivered within 4-5 weeks 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 \_\_\_\_\_ 2017

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

# **WEBEL TECHNOLOGY LIMITED**

## **SECTION – P**

### **SERVICE LEVEL AGREEMENT FOR NETWORK**

**a. Bandwidth on Demand:**

To provide bandwidth on demand for carrying out video conferencing at a specific notice by the Customer.

**b. Connectivity**

HUB & Spoke or Any to Any connectivity required for two locations

**c. Service Level Requirement**

**Working Days** : Seven days a week [Monday to Sunday]

**Month** : Calendar Month

**Primary Business Hours** : 9:00am to 8:00pm [11 hours]

**Extended Business Hours** : 8:00pm to 9:00am [13 hours]

**SLA Measurement Period** : Monthly

**Bandwidth** :full duplex and CIR should be equal to the bandwidth contracted for the location.

**Class of Service [CoS]**

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

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

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

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

**Monitoring:** Proactive

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

Other than above reports following reports shall be submitted -

- **Interface Availability:** It shall show Availability report having interface daily, weekly, monthly or custom period basis to measure device level and network level availability and ensure that SLA specifications are being met.
- **Interface Traffic statistics:** It shall show Graphs & reports of interface traffic and utilization statistics to analyze network usage and plan for additional capacity.
- **Interface Response time monitoring:** It shall measure network latency and alert when thresholds are violated by identifying degradations early to ensure optimal Link performance for end-users.
- **Interface errors:** It shall monitor errors and discards on each interface to quickly identify faulty interface and take corrective action.
- **NMS-MIS reports** on bandwidth and link utilization, response times of link application, uptime, downtime reports, and configuration updates if any, number of connectivity's in the cloud, addition and deletion of the connections should be submitted on monthly basis or whenever required by the customer without any errors.
- **Real time and Historical web based reports and web based monitoring through portal** should be provided to the Customer.

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

**d. Upgradation of Bandwidth**

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

**e. Bandwidth on Demand**

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

## **WEBEL TECHNOLOGY LIMITED**

- at two locations/offices, for Video Conferencing (in future whenever the customer goes for the facility) or for some special occasions for a specific period [say a week or part thereof]. However, order will be placed in advance (Min 7 days). The Bidder [Service Provider] would be intimated i advance.

### **f. Annexing of new location**

Whenever the customer opens a new office order will be placed with the selected bidder at the contracted rate. The vendor may carry out site-survey at new location for feasibility of location over wired or wireless connectivity. The vendor is required to implement and commission the location within 2 weeks from the date of order.

In the event of non-commissioning of the link, penalty at the rate of 1% of the order value will be charged for every week delay subject to a maximum of 10% of the order value.

### **g. Transition Support**

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

### **h. Shifting of premises**

In the event of shifting of premises, the Bidder [Service Provider] would be advised to carry out site-survey at the new location for feasibility of location for type of media and intimate the customer. On receipt of confirmation from the customer, the Bidder [Service Provider] has to install and commission the link at the new location prior to shifting of office from old location. The connectivity at the old location has to be dismantled and removed on the last day of shifting. The cost towards installation as per the contracted rate for the respective category will be applicable.

### **i. Closing down of Office**

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

### **j. Posting of full time Engineer on-site**

The Bidder [Service Provider] has to post one full time engineer for a period of one year from the date of commission of service to resolve problems in co-ordination with NoC etc., and ensure stability of network.

### **k. Maintenance Services**

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

### **l. Site Preparation and Installation**

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

### **m. Audit Observations and Compliance**

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

### **n. Review meetings**

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

# WEBEL TECHNOLOGY LIMITED

## MAINTENANCE LEVEL FOR DEDICATED FIBER

### a. Maintenance Levels Committed

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

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

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

Some representative examples of calculation of the service credits are shown in the notes to Table 1. Table 1, along with the sample calculations is shown below.

**Table 1:**

.	Uptime Percentage		Multiplication Factor for downtime below 99.50% to calculate service credits in hours
	From	To	
1	99.49%	99.00%	0.5
2	98.99%	98.00%	1.0
3	97.99%	97.00%	1.5
4	96.99%	96.00%	2.0
5	95.99%	95.00%	3.0

**Notes:**

**i) Calculation of % Uptime**

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

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

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

**ii) Examples of Maintenance credit calculations:**

## WEBEL TECHNOLOGY LIMITED

For example if the Up time is 95.0%, then

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

The Mathematical Equation of the Calculation will be as follows:

**Total Maintenance Credit =**

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

- ii. The actual figure of calculation looks like this for the above:  
1% of down time = 365 days

**Total Maintenance Credit =**  $0.5 \% \times 0.5 + 1\% \times 1.0 + 1\% \times 1.5 + 1\% \times 2 + 1\% \times 3$

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

$$= 0.9125 + 3.65 + 5.475 + 7.30 + 10.95 \text{ (days)}$$

Total Maintenance Credit = 28.29 days

### Exclusions

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

- Schedule maintenance by the service provider with prior intimation
- Force majeure events
- If latency of any link is more than what is specified in SLA for continuous 30minutes during normal business hours then financial penalty would be applicable to the tune of Rs.500/- per hour for higher latency.

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

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

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

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

### Other Contractual Obligations of the Successful Bidder

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

1. Wherever contractual arrangements are necessary, it will be the sole responsibility of the Successful Bidder to make all necessary contractual arrangements across all components of the solution.
2. All equipments and services to be supplied by the successful bidder in response to this Tender and under the resultant contract must be eligible for export to India for use as per the contract, under the existing regulations of the country(s) of origin.
3. The bidder should provide and ensure adequate protection for their network equipments against contingencies like heavy rains, wind, monkey attacks etc. The bidder should factor such local factors and provide necessary protection like platform/monkey cages/snow shield,

## **WEBEL TECHNOLOGY LIMITED**

wherever necessary, without any additional cost. Cost required for these provisioning may be included in the project cost.

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

4. All the specifications and other related literature & information, provided by the Service Provider as agreed, will also form a part of the agreement.
5. The bill of material containing item-wise details in respect of Supply & Maintenance of Bandwidth by the Successful Bidder, must be furnished along with the prices thereof, in the commercial bid and as per the terms and conditions contained in this document.
6. The successful bidder will abide by the job safety, insurance, customs and immDirectorate of Registration and Stamp Revenue ation measures prevalent and the laws in force in India, and will indemnify the Customer against all demands or responsibilities arising from accidents or loss of life, the cause of which is the Successful Bidder's negligence. The Successful Bidder will pay all indemnities arising from such incidents and will not hold the Customer responsible or obligated.
7. The Successful Bidder shall be responsible for, and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.
8. The Successful Bidder shall work closely with the customer's staff, act within its own authority, and abide by directives issued by the Customer that are consistent with the terms of the Contract.
9. The Successful Bidder shall be responsible for managing the activities of its personnel and any sub-contracted personnel, and will hold itself responsible for any misdemeanors/loss/expenses.
10. The Successful Bidder shall appoint an experienced Representative to manage its performance of the Contract. The Representative shall be authorized to accept orders and notices on behalf of the Successful Bidder, and to generate notices and commit the Successful Bidder to specific courses of action within the scope of the Contract. The Representative may be replaced only with the prior written consent of the Customer. The Successful Bidder shall be solely responsible for the performance of the contract to the satisfaction of the Customer.
11. The Successful Bidder shall posting of one engineer at CTD HQ, under supervision of Webel Technology Ltd. for maintaining the link for the entire warranty period (i.e., 1 year from the date of successful installation). No separate cost for manpower will be chargeable
12. **Site Visits:** Site visits may be sought at the discretion of the Customer. Bidders shall arrange for visits to customer sites/Bidder's own NOC/PoP/any other office/location at their own cost.

**WEBEL TECHNOLOGY LIMITED****SECTION – Q****FORMAT FOR BIDDER'S DETAILS**

(Tender No. WTL/CT/MPLS/17-18/002)

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 a Government/ Public Sector Undertaking a propriety firm a partnership firm (if yes, give partnership deed) a limited company or limited corporation a member of a group of companies, (if yes, give name and address and description of other companies) a subsidiary of a large corporation (if yes give the name and address of the parent organization). If the company is subsidiary, state what involvement if any, will the parent company have in the project.	
8	Is the firm registered with Sales Tax department? If yes, submit valid VAT Registration certificate.	
9	Is the firm registered for Service Tax with Central Excise Department (Service Tax Cell)? If yes, submit valid Service Tax registration certificate.	
10	Total number of employees. Attach the organizational chart showing the structure of the organization.	
11	Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details)	
12	How many years has your organization been in business under your present name? What were your fields when you established your organization	
13	What type best describes your firm? (Purchaser reserves the right to verify the claims if necessary) Manufacturer Supplier System Integrator Consultant Service Provider (Pl. specify details) Software Development Total Solution provider (Design, Supply , Integration, O&M) IT Company	
14	Number of Offices in district head quarters in West Bengal	
15	Is your organization has ISO 9001:2008 certificates?	
16	List the major clients with whom your organization has been / is currently associated.	
17	Have you in any capacity not completed any work awarded	

**WEBEL TECHNOLOGY LIMITED**

	to you? (If so, give the name of project and reason for not completing the work)	
18	Have you ever been denied tendering facilities by any Government / Department / Public sector Undertaking? (Give details)	

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

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

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



**WEBEL TECHNOLOGY LIMITED**

**SECTION – R**

**LIST OF CLIENTS OF SIMILAR ORDERS**

(Tender No. WTL/CT/MPLS/17-18/002)

<b>Sl. No.</b>	<b>Name of the Client</b>	<b>Address</b>	<b>Contact Person</b>	<b>Designation</b>	<b>Contact Numbers</b>

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

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

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

**WEBEL TECHNOLOGY LIMITED**

**SECTION – S**

**FORMAT FOR PRE-BID MEETING QUERY**

(Tender No. WTL/CT/MPLS/17-18/002)

Name of the Bidder:

Queries

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

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

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

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

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

**WEBEL TECHNOLOGY LIMITED**

**SECTION – T**

**FINANCIAL CAPABILITY OF BIDDER**

(Tender No. WTL/CT/MPLS/17-18/002)

**FINANCIAL INFORMATION**

Sl. No.	Name of the Bidder	Turnover (Rs. / Crores)		
		2013-14	2014-15	2015-16
1				

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

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

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

**Note:**

Submit the Audited Financial Statement/Audited Annual Report of the last three financial years.

**WEBEL TECHNOLOGY LIMITED**

**SECTION – U**

**TECHNICAL CAPABILITY OF BIDDER**

(Tender No. WTL/CT/MPLS/17-18/002)

<b>Sl. No.</b>	<b>Project Name</b>	<b>Start Date</b>	<b>End Date / Status</b>	<b>Brief description of project &amp; scope of work (implementation, operation &amp; maintenance)</b>	<b>Type of project</b>	<b>Approx value of the project</b>	<b>Contact details of the Customer</b>

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

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

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

**Note:**

- A. Type of Project shall indicate the implementation of services (Delivery & Installation of Desktop Computer, Laser Printers and Line Interactive UPS).
- B. Scope of work shall indicate whether it is implementation, Operation or maintenance.
- C. Submit Customer Order Copy details of the order indicating the project value, customer contact details.

**WEBEL TECHNOLOGY LIMITED**

**SECTION – V**

**PROFORMA FOR PERFORMANCE BANK GUARANTEE**

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

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

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

Date.....

**PROFORMA OF BG FOR SECURITY DEPOSIT**

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

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

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

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

(5) The liability under the Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only and will expire on \_\_\_\_\_ and unless a claim in writing is presented to us or an action or suit to enforce the claim is filled against us within 6 months from \_\_\_\_\_ all your rights will be forfeited and we shall be relieved of and discharged from all our liabilities (thereinafter)

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

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

**WEBEL TECHNOLOGY LIMITED**

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

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

SIGNED, SEALED AND DELIVERED

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

WITNESS

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

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

(Name & address in full with Rubber Stamp)

## **WEBEL TECHNOLOGY LIMITED**

### **INSTRUCTIONS FOR FURNISHING BANK GUARANTEE**

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

# WEBEL TECHNOLOGY LIMITED

## SECTION – W

### DECLARATION OF ELIGIBILITY CRITERIA

(Tender No. WTL/CT/MPLS/17-18/002)

Sl. No.	Eligibility Criteria	Document Submitted (Yes / No)
1	The bidder must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or OPC or Proprietary Firm. Documentary (Certificate of incorporation/Relevant document) evidence to be submitted.	
2	The Bidder should have their presence in Kolkata with own office. Valid proof should be submitted along with the bid.	
3	The Bidder should be a MPLS-VPN provider having NLD/ILD and ISP licenses and should be capable of providing Bandwidth through various Last mile media links. Bidder shall have to submit photocopy of NLD/ILD/ISP license.	
4	The Bidder has registered a turnover of Rs. 15.00 Crores per financial year (Finance year shall mean an accounting period of 12 months. Figures for an accounting period exceeding 12 months will not be acceptable) for the last three financial years (FY 2013-2014, FY 2014-2015 & FY 2015-2016) as per the audited accounts. Bidder shall have to submit photocopy of balance sheets in support of the above criteria.	
5	The Bidder should have Its own Centralized NOC and backed by redundant NOC in different seismic zone. Bidder should submit a declaration in Letter head mentioning detailed address POPs & NOC.	
6	The bidder shall have valid Quality Certificate (ISO 9001: 2008). Photocopy of the certificate to be submitted.	
7	The bidder shall have independently executed at single similar Data connectivity order of at least Rs.2.00 (Two) Crores preferably in PSU/ Government /Public or private sector bank /Insurance companies, during last five financial years (FY 2012-13, 2013-14, 2014-15, 2015-16 & 2016-17) . References order copy along for the project to be submitted.	
8	Bidder should submit Earnest Money Deposit (EMD) of Rs.500,000.00 (Rupees Five Lakhs only) in the form of Demand Draft drawn from any Scheduled Bank in favour of Webel Technology Limited payable at Kolkata.	
9	Bidder should submit Tender Document Fee of Rs. 6000.00 (Rupees Six thousand only) in the form of Demand Draft from any Scheduled Bank in favour of Webel Technology Limited payable at Kolkata.	
10	The bidder should have valid Service Tax Registration Certificate, PAN & Trade License. Photocopy of all documents to be submitted.	
11	The Bidder should have a centralized Help Desk with 24 X 7 supports. All received calls and their resolution details have to be communicated to WTL on a fortnightly basis during the entire period of the contract. The SLA will be reviewed on a monthly basis. Submit call center details.	
12	Manufacturer's tender specific authorizations for Router and Firewall & UTM must be submitted as per format enclosed (Section - O).	
13	The bidder shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal (as per DIT guidance note issued on 26-Dec-2011). Declaration on bidder's letter head to be submitted.	
14	The bidder shall submit Bid Form (Section – K) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.	

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

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

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



**WEBEL TECHNOLOGY LIMITED**

**SECTION - X**

**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: Implementation of Secondary MPLS connectivity for the Directorate of Commercial Taxes, GoWB.**

Dear Sir,

We the undersigned bidder/(s) declare that we have read and examined in details the specifications and other documents of the subject tender no. WTL/CT/MPLS/17-18/002 dated 21.04.2017 implementation of Secondary MPLS connectivity for the Directorate of Commercial Taxes, GoWB published by Webel Technology Limited in e-Tender website.

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

Thanking you, we remain

Yours faithfully

.....  
Signature

.....  
Name in full

.....  
Designation

.....  
Company Stamp

Dated, this .....day of .....2017