

WEBEL TECHNOLOGY LIMITED

NOTICE INVITING e-TENDER

e-Tender are invited for OEM or its sole authorized dealers/partner for **“Supply, Installation, Commissioning and Maintenance of Storage System at West Bengal State Data Center”** having technical specification as detailed below in relevant section

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

1	Tender No. & Date	WTL/SDC/SS/20-21/010 dated 11.11.2020
2	Tender Version No.	1.0
3	Brief description of Job	Supply, Installation, Commissioning and Maintenance of Storage System at West Bengal State Data Center
4	Tender Fee	Rs. 6000.00 (Rupees Six Thousand Only). The amount to be transferred electronically as per the details given in Clause – 9, Section - D.
5	Earnest Money Deposit	Rs. 500000.00 (Rupees Five Lakhs Only)). The amount to be transferred electronically as per the details given in Clause – 9, Section - D.
6	Date of Downloading	11.11.2020
7	Pre-Bid Meeting date & time	18.11.2020 at 14.00 Hrs. (On-Line Meeting) <ul style="list-style-type: none">• Pre-Bid meeting will be organizing online platform only. Only queries as per format (Section - N) reaching WTL by 16.11.2020 at 17.00 Hrs. will be taken for decision. Interest bidders are requested to send mail to purchase@wtl.co.in in for participation of online pre-bid meeting. Based on request WTL will share meeting id / links for meeting. If there is any change in date and time then will inform.• Only queries as per format (Section - N) reaching WTL by 16.11.2020 at 17.00 Hrs. will be taken for decision.• Queries will be sent to Manager (Purchase) (purchase@wtl.co.in)
8	Bid Submission Start date & time	21.11.2020 at 14.00 Hrs.
9	Last date & time of EMD & Tender Fee submission of intimation	26.11.2020 at 15.00 Hrs.
10	Last date & time of Bid Submission	25.11.2020 at 14.00 Hrs.
11	Date & time of Technical Bid Opening	27.11.2020 at 14.00 Hrs.
12	WTL Address	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
13	WTL Contact No.	033-23673403-06

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1. Intending bidder may download the tender documents from the website **<https://wbtenders.gov.in>** directly with the help of Digital Signature Certificate. Necessary cost of tender fee may be remitted through electronically and also to be documented through e-filing. Cost of Earnest Money Deposit (EMD) may be remitted through electronically and also to be documented through e-filing. The remittance details against Tender Fee & Earnest Money Deposit (EMD) should be emailed to the Manager (Purchase) & Manager (Finance), Webel Technology Limited, Plot – 5, Block – BP, Sector-V, Salt Lake City, Kolkata-700 091 on or before 15:00 Hrs. of 26.11.2020. The details given in Clause – 9, Section – D.
2. Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website **<https://wbtenders.gov.in>**
3. Tender documents may be downloaded from website and submission of Techno Commercial Bid and Financial Bid will be done as per Time Schedule stated in Section – C of this Tender Document.
4. The Financial Bid of the prospective Bidder will be considered only if the Techno Commercial Bid of the bidder is found qualified by the Tender Committee. The decision of the 'Tender Committee' will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.
5. All clarifications/ corrigenda will be published only on the WTL / <https://www.wbtenders.gov.in> website.

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CONTENTS OF THE TENDER DOCUMENT

The Tender document comprises of the following:

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SECTION – J	DETAILS OF ORDERS EXECUTED BY BIDDER
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SECTION – O	PROFORMA FOR PERFORMANCE BANK GUARANTEE
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SECTION – A

SCOPE OF WORK & RESPONSIBILITY

1.1 Scope of Work:

- a) Supply, installation, commissioning & integration of storage system as per BOM with existing storage Setup at WBSDC, Moni Bhandar Building, Webel Bhavan, Sector-V, Salt Lake City, Kolkata.
- b) Storage Administration & Management Services
The activities shall include but is not limited to:
 - Installation and configuration of the storage system at WBSDC. The existing applications on existing storage will be required to be migrated to the proposed storage.
 - Development of storage management policy, configuration and management of disk array, SAN fabric / switches, NAS, tape library, etc.
 - Requirement based on –site support for configuration of SAN whenever a new application will be hosted on the WBSDC. This shall include activities such as management of storage space, volume, RAID configuration, LUN, zone, security, business continuity volumes, performance, etc.
- c) Other requirements:
 - The proposed storage is to be mounted in the existing racks of WBSDC. Dimension of the existing rack is: 42U X 800mm X 1070mm
 - The proposed storage system must be inter-operable with the existing storage of Netapp (ontap C-mode, 4 node cluster) and must be integrated with existing Redhat Cloud stack.
 - The proposed storage should be interoperable with existing storage system (Netapp) for 2 different volumes in new & existing storage systems for seamless migration of applications.
 - The application layer & database layer from a single application stack may require to be hosted separately in existing & new storage and the same should be operable from both the storage systems.
 - The proposed Storage system must be inter-operable with commvault backup solution at WBSDC & Dell-EMC Virtual Tape Library.
- d) Requirement based onsite support services for a period of 5 years for the supplied items.
- e) Assist and conduct the Final Acceptance test as planned jointly with the SIA, current DCO and SIA appointed agency. The FAT will be conducted for the items to be supplied, installed, configured and commissioned by the bidder.

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1.2. Bill of Material (BOM):

Sr. No.	Details	Qty	Unit
1	Storage System – Usable 300 TB Storage system as per specifications including 5 years of on-site warranty support services	1	No.

The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and WTL, shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall govern.

- i) It shall be deemed that the bidders have done careful study and examination of the Tender/ bid document and has fully understood the implications.
- ii) The response to the Tender/ bid should be full and complete in all respects. Failure to furnish the requisite information or submission of a proposal not substantially responsive to the Tender/ bid document in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the EMD.
- iii) All materials submitted by the bidder become the property of Information Technology Department and may be returned at its sole discretion.
- iv) Spare parts to be made available by OEM within 2 business days from the date of call log.
- v) Product should not be declared as End of sale within next 5 (five) year and should not be end of support by next 10 years.
- vi) Unpriced, complete and correct BOQ consisting of part codes of all sub-components, services, warranty, license, subscription etc. to be submitted in OEM letter head along with the bid.
- vii) OEM to provide complete escalation matrix for after sales warranty and services.
- viii) The bidder should have their presence in Kolkata with own office. Valid proof should be submitted along with the bid.
- ix) All goods need to be supplied at WBSDC, Moni Bhandar Building, Webel Bhavan, Sector-V, Salt Lake City, Kolkata.

SECTION – B

ELIGIBILITY CRITERIA

1. The bidder must be a company registered under Companies Act, 1956/2013 or Partnership or LLP or OPC or Proprietary Firm. Documentary 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. Or, the bidder needs to give an undertaking that they will open an office in Kolkata within 30 days from the date of award.
1. The bidder should have valid GST Registration Number & PAN. Bidder shall have to submit photocopy of the documents.
2. The bidder shall have executed “Similar Nature” of single order an amount not less than Rs.75.00 Lakhs in last four financial years (considering FY - 2016-17, 2017-18, 2018-19& 2019-2020) in Government Department/PSU/Autonomous Body any reputed organization. References order copy for the project to be provided.
3. Bidder should have a call center number. Call Center details with number & detailed escalation matrix to be submitted.
4. The bidder should have an annual turnover of not less than Rs.13.00 Crore in each year in the last three financial years (FY – 2016-17, 2017-18 & 2018-19). Bidder shall have to submit photocopy of Audited Accounts in support of their claim.
5. Bidder should transfer Earnest Money Deposit (EMD) of Rs. 500000.00 (Rupees Five lakhs only) electronically to Webel Technology Limited as per the details given in Clause – 9, Section - D.
6. Bidder should transfer Tender Fee of Rs. 6000.00 (Rupees Six thousand only) electronically to Webel Technology Limited as per the details given in Clause – 9, Section - D.
7. The bidder shall have Quality Certificate (ISO 9001:2015). Copy of valid Certificate to be submitted.
8. Manufacturer’s tender specific authorizations for all items must be submitted as per format enclosed (Section – Q).
9. The bidder shall submit Bid Form (Section – E) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.
10. The bidder & OEM shall not have been blacklisted by any State/Central Government or PSU Organization or bilateral/multilateral funding agencies for breach of ethical conduct or fraudulent practices as on date of submission of the proposal. Declaration on bidder’s letter head and OEM’s letter head to be submitted.
11. OEM spare warehouse should be available in India. Declaration on OEM’s letter head to be submitted.
12. The bidder should have at least 2 numbers of Technical resources having at least 3-5 years of relevant experience on Storage Technology. Certificate from HR department for technical resource and copy of professional certificate with the named resources has to be submitted.

SECTION – C

DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	11.11.2020
2	Documents download/sale start date (Online)	11.11.2020
3	Last Date and time of sending the queries (Offline)	16.11.2020 at 17.00 Hrs.
4	Pre Bid Meeting at WTL Office (Off Line)	18.11.2020 at 14.00 Hrs.
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	21.11.2020 at 14.00 Hrs.
7	Last Date & time of submission of Earnest Money Deposit & submission of remittance details	26.11.2020 at 15.00 Hrs.
8	Last Date & time of submission of Tender Fee & submission of remittance details	26.11.2020 at 15.00 Hrs.
9	Bid Submission closing date & time (On line)	25.11.2020 at 14.00 Hrs.
10	Bid Opening date & time for Technical Proposals (Online)	27.11.2020 at 14.00 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)	-

SECTION – D
INSTRUCTION TO BIDDER

1. DEFINITIONS

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

“Agreement” means the Agreement to be signed between the successful bidder and WTL 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.

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

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

“Contract” is used synonymously with Agreement.

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

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

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

“Installation” means installation of supplied Hardware & Software.

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

“GoI” shall stand for the Government of India.

“GoWB” means Government of West Bengal.

“SDC” means West Bengal State Data Center.

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

“Similar Nature of Work” means Delivery, Installation and Commissioning of Storage System and other accessories.

“Project” Supply, Installation, Commissioning and Maintenance of Storage System at West Bengal State Data Center.

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

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

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

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

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

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

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

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

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

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

2. PRE BID MEETING

Pre Bid Meeting will be held on 18.11.2020 at 12.00 hrs. (**On-Line Meeting**). Bidder can send their queries as per format (Section - N) to Manager (Purchase) (purchase@wtl.co.in) Only the queries received within the stipulated date (16.11.2020 at 17.00 Hrs.) prior to the Pre Bid Meeting will be answered. Interest bidders are requested to send mail to (purchase@wtl.co.in) for participation of online pre-bid meeting. Based on request WTL will share meeting id / links for meeting. If there is any change in date and time then will inform.

3. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of the bid and WTL will not be responsible for those costs regardless of the conduct or outcome of the bidding process.

4. BID DOCUMENT

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

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, WTL reserves the right to add/modify/delete any portion of this document by issuance of an Corrigendum, which would be published on the website and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. MODIFICATION AND WITHDRAWAL OF BIDS

The bidder cannot modify or withdraw its bid after submission.

7. LANGUAGE OF BID & CORRESPONDENCE

The proposal will be prepared by the Bidder in English language only. All the documents relating to the proposal (including brochures) supplied by the firm should also be in English, and the correspondence between the Bidder & WTL will be in English language only. The correspondence by fax/E-mail must be subsequently confirmed by a duly signed formal copy.

8. BIDDER'S SOLUTION

The bidders are requested to study the Bill of Material supplied with this document carefully. While working out the solution the bidder has to work with the broad minimum specification provided in the tender documents, conforming to the model, make and Part number (wherever provided). While submitting the bid the bidder has to detail out all components needed to complete the system BOM. The bidder is required quote for each item retaining all major components/sub system detailed and specified. As the contractor will be responsible for smooth functioning of the system, availability of spares during the tenure of the warranty period have to be take care by the contractor to maintain the guaranteed uptime.

9. EARNEST MONEY DEPOSIT (EMD)/TENDER FEE

The bidder shall furnish Tender Fee of Rs. 6000.00 (Rupees Six thousand only) and EMD of Rs. 500000.00 (Rupees Five lakhs only) by transferring the amount electronically to the under noted Bank Account.

ACCOUNT NAME :	WEBEL TECHNOLOGY LIMITED
BANK NAME :	SYNDICATE BANK
CURRENT A/C NO. :	95981010003870
IFS CODE :	SYNB0009760
MICR :	700025048

The bidder has to intimate the details of Remittance such as Tender No. / Tender Date / Tender Fee Amount / EMD Amount / UTR No. of Transaction(s) / Transaction Date, etc. through email to Mr. Rupak Roy – (rupak.roy@wtl.co.in) and copy to purchase@wtl.co.in prior to the opening of the bid.

The bidder shall also furnish the details of Tender Fee & EMD submission in the bid document. In absence of payment details prior to Bid Opening, then the bid will be considered as invalid bid. Any bid not accompanied with the EMD & Tender Fee shall be rejected.

The bidders are also requested to furnish the Bank Account details (Name of the Bank, Account Number, IFS Code, etc.) for refund of EMD in case of unsuccessful bidder.

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:

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

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

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

14. TIME SCHEDULE FOR DELIVERY & INSTALLATION

Activity	Time in days
Issue of Purchase Order	T
Furnishing of Bank Guarantee	T+7 days
Delivery of items	T+42 days
Implementation of Items	T+60 Days
FAT	T+70 Days

15. LOCATION FOR DELIVERY & INSTALLATION

WEST BENGAL STATE DATA CENTER
MONI BHANDAR
BLOCK-EP & GP
SALT LAKE CITY
KOLKATA - 700 091

16. LIQUIDATED DAMAGE / PENALTY

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

17. LIABILITY

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

- Payment referred to in the Patents and Copyrights clause.
- Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the Contractor's negligence.
- As to any other actual damage arising in any situation involving non-performance by Contractor pursuant to or in any way related to the subject of this Agreement, the charge paid by WTL for

the individual product or Service that is the subject of the Claim. However, the contractor shall not be liable for

- For any indirect, consequential loss or damage, lost profits, third party loss or damage to property or loss of or damage to data.
- For any direct loss or damage that exceeds the total payment for Contract Price made or expected to be made to the Contractor hereunder.

18. PATENTS & COPYRIGHT

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

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

Remedies: If such a claim is made or appears likely to be made, WTL would permit Contractor to enable WTL to continue to use the product, or to modify it, or replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, WTL agrees to return the product to Contractor on Contractor's written request. Contractor will then give WTL a credit equal to for a machine. WTL's net book value (provided WTL has followed generally accepted accounting principles for a generally available software product produced by Contractor (Program) the amount paid by WTL or 12 months charges (whichever is lesser) and for materials the amount paid by WTL for the materials. These will be Contractor's entire obligation regarding any claim of infringement.

19. SUSPENSION OF WORK

WTL shall have the power at any time and from time to time by notice to the Contractor to delay or suspend the progress of the work or any part of the work due to any other adequate reasons and on receipt of such notice the contractor shall forthwith suspend further progress of the work until further notice from WTL. The Contractor shall recommence work immediately after receiving a notice to do so from WTL. The whole or any part of the time lost for such delay or suspension shall, if WTL in its absolute discretion thinks fit, but not otherwise, be added to the time allowed for completion.

20. TERMS OF PAYMENT

Payment terms will be on back-to-back basis, i.e., payment will be made only on receipt of payment from relevant customer, IT&E Department. A scheduled payment terms depicted below:

Sl. No.	Milestone	% of Payment
1	After successful delivery of materials, softwares etc. at West Bengal State Data Center, Salt Lake	50% payment of total cost
2	After successful Installation, Commissioning & Integration	Balance 50% payment of total cost
3	After expiry of all warranty as stipulated in the tender.	Performance Security will be re-leased.

21. GOVERNING LAWS

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

22. CORRUPT OR FRAUDULENT

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

23. BIDDING CLAUSE

All decisions taken by the Tender Committee regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

The Tender Committee reserves the right:

- To vary, modify, revise, amend or change any of the terms and conditions mentioned above and,
- To reject any or all the Tender/s without assigning any reason whatsoever thereof or to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

24. WORKMEN'S COMPENSATION

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

25. CONTRACTOR'S EMPLOYEES

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

26. SAFETY MEASURES

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

27. EQUIPMENT

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

28. SUB-CONTRACT/CONSORTIUM

The purchaser (WTL) does not recognize the existence of Sub-Contractors. The Contractor's responsibility is not transferable. No consortium partner is allowed.

29. TERMINATION FOR DEFAULT

WTL may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the contractor, terminate the order in whole or in part. If the contractor materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by WTL in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from WTL. If the project (delivery, commissioning as well as warranty maintenance support is not carried out according to specification due to deficiency in service as per terms of the contract. In such case WTL will invoke the amount held back from the contractor as PBG.

30. BANKRUPTCY

If the contractor becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, WTL shall be at liberty to terminate the engagement forthwith without any notice in writing to the contractor or to the liquidator or receiver or to any person in whom the contractor may become vested and without any compensation to give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by WTL.

31. FORCE MAJEURE

It is hereby defined as any cause, which is beyond the control of the Contractor or WTL as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as

- War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.
- Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.
- Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine and plague.
- Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.

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

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

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

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

32. INSURANCE COVERAGE

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

33. WARRANTY

The OEM on behalf of bidder will provide warranty that products supplied under the contract are newly made and are free from defects in the design, engineering and workmanship. The Contractor would be responsible for the up keep and maintenance of all Devices and necessary deliverables under the scope of work during the entire warranty period, i.e., 60 months from the date of final acceptance of the system or 62 months from date of delivery whichever is earlier. The warranty must be provided directly from OEM. The Contractor/OEM shall not, without the express prior written consent of WTL, assign to any third party of the contract or part thereof. Service support for the entire warranty period will be on site and comprehensive (including spares) and free of cost for the entire warranty period. Warranty will be invalid if the equipment is serviced by unauthorized personnel of misuse is detected.

34. WARRANTY SUPPORT

The total system will be warranted against bad workmanship and manufacturing defects from the date of acceptance of the system whole or part. Service support for the entire warranty period will be on site and comprehensive (including spares and all other support) and free of cost for the entire warranty period. The warranty must include, if not mentioned herein otherwise, but not limited to the following on site services: -

- a) Free-of-cost all services required during the entire warranty period that should result in complete restoration of the equipment to its fully functional status.
- b) Must provide for free-of-cost complete replacement of the concerned module of the equipment, for any fault, malfunctioning or defect found in the warranty period.
- c) Provide for free-of-cost replacement of defective components/parts of the equipment for the warranty period.
- d) Provide for services of repair & maintenance for the warranty period.
- e) Provide for repetitive replacement of defective parts subject to reduction of the warranty period of the concerned new part/component to the extent of the warranty life consumed by the old replaced part, counted from the date of start of warranty period.

During the Warranty Period, the Supplier will provide at no additional cost to the Purchaser all new versions, releases, and updates for all Standard Software that are used in the System. In cases where the new version, release, or update adversely affects System operation or performance, or requires extensive reworking of the System, the Supplier shall continue to support and maintain the version or release previously in operation for as long as necessary to allow introduction of the new version, release, or update.

35. PERFORMANCE BANK GUARANTEE (PBG)

As a guarantee for timely delivery, installation and commissioning of equipment as well as performance of on-site warranty support, as mentioned in Bill of Material, from the date of final acceptance of systems and pertaining to proper running of the systems, the bidder will have to submit 10% of the contract value as security in the form of Performance Bank Guarantee from any nationalized bank as per format enclosed (Section – O).

36. CONTRACTOR'S RESPONSIBILITIES

Refer Section – A (Scope of Work & Responsibility)

37. NO WAIVER OF RIGHTS

Neither the inspection by WTL or any of their agents nor any order by WTL for payment of money or any payment for or acceptance of the whole or any part of the works by WTL, nor any extension of time, nor any possession taken by WTL shall operate as a waiver of any provision of the contract or of any power reserved to WTL, or any right to damages here in provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other subsequent breach.

38. GRAFTS, COMMISSIONS, GIFTS, ETC.

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

39. ENFORCEMENT OF TERMS

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

40. PERIOD OF VALIDITY OF OFFER

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

41. TAXES & DUTIES

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

42. DISCREPANCIES IN BID

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

43. BID DUE DATE

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

44. LATE BID

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

45. OPENING OF BID BY WTL

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

46. CONTACTING WTL

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

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

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

48. BID CURRENCIES

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

49. PRICE

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

50. CANVASSING

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

51. NON-TRANSFERABILITY OF TENDER

This tender document is not transferable.

52. FORMATS AND SIGNING OF BID

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

53. WITHDRAWAL OF BID

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

54. INTERPRETATION OF DOCUMENTS

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

54. SPLITTING OF THE CONTRACT AND CURTAILMENT OF WORK

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

55. PREPARATION OF TENDER

Tender shall be submitted in accordance with the following instructions:

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

56. PRE-DISPATCH INSTRUCTION

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

57. FINAL INSPECTION

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

58. SITE INSPECTION

Bidder can inspect (at their own cost) the sites if required, for which they have to take necessary permission from WTL in writing. WTL will take at least four days to organize such permission.

59. ERASURES OR ALTERNATIONS

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

60. COMPLIANCE WITH LAW

The contractor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required. The contractor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

61. CLARIFICATION OF BIDS

During evaluation of the bids, the Customer/Tender Committee, at its discretion may ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing (fax/email) and no change in the substance of the bid shall seek offered or permitted.

62. QUALITY CONTROL

- The contractor is obliged to work closely with WTL and/or West Bengal State Beverages Corporation Ltd., act within its authority and abide by directive issued by them on implementation activities.
- The contractor will abide by the safety measures and free WTL and West Bengal State Beverages Corporation Ltd. from all demands or responsibilities arising from accident/loss of life, the cause

of which is due to their negligence. The bidder will pay all indemnities arising from such incidents and will not hold WTL and West Bengal State Beverages Corporation Ltd. responsible.

- The contractor will treat as confidential all data and information about the system, obtained in the execution of its responsibilities in strict confidence and will not reveal such information to any party without the prior written approval of WTL/ West Bengal State Beverages Corporation Ltd..
- WTL reserves the right to inspect all phases of contractor's operation to ensure conformity to the specifications. WTL shall have engineers, inspectors or other duly authorized representatives made known to the contractor, present during the progress of the work and such representatives shall have free access to the work at all times. The presence or absence of representatives of WTL does not relieve the contractor of the responsibility for quality control in all phases.
- The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

63. GENERAL TERMS

- a) 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.
- b) No Technical/Commercial clarification will be entertained after opening of the tender.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- j) 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.
- k) The customer/WTL at its discretion may extend the deadline for the submission of Bids.
- l) 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.

SECTION – E

BID FORM

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

To

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

Sub: Supply, Installation, Commissioning and Maintenance of Storage System at West Bengal State Data Center.

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/SDC/SS/20-21/010 dated 11.11.20, 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 the EMD remittance details for a sum of Rs. 500000.00.
5. We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.
6. If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.
7. We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to ten percent (10%) of the Order value as stipulated in Financial Bid (BOQ).
8. We agree that WTL reserves the right to accept in full/part or reject any or all the bids received without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Thanking you, we remain,

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

Signature & Authorized Verified by

.....
Signature

.....
Name in full

.....
Designation

.....
Company Stamp

Dated, thisday of2020

SECTION – F

TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT

1. EVALUATION PROCEDURE

- The Eligibility Criteria (Section - B) will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- After qualifying in Eligibility Criteria, Tender Committee shall verify the Technical Specification (Technical Specification with Compliance Statement, Section – I) Deviation in specification shall not be allowed. Bidder qualified in Technical Specification shall be considered for further evaluation.
- After qualifying in Technical Specification, Tender Committee would evaluate the Techno Commercial Evaluation. In order to facilitate the evaluation, the marking scheme presented is an indication of the relative importance of the evaluation. Bidders securing a minimum of 70% marks in the Techno Commercial Evaluation shall be considered for further evaluation.
- After qualifying in Techno Commercial Evaluation, the qualified bidders will only be considered for Financial Bid evaluation.

2. EVALUATION CRITERIA

Techno Commercial Evaluation

The evaluation methodology would take into consideration both the Techno Commercial responsiveness as well as the financial response. During the evaluation process, the evaluation committee will assign each desirable/preferred feature a whole number score for the Techno Commercial Bid as defined in the table below:

Sl. No.	Parameter	Max Score	Details	Break Up
1.	Bidder's experience in implementation of Data Center projects or Large Scale implementation of IT project in India with a value of Rs. 1 Crore or above	20	5 Projects executed	5
			10 Projects executed	10
			15 Projects or more executed	20
2.	Bidder's experience in providing facility management quantified in terms of number of projects will be evaluated	20	5 Project under maintenance	5
			10 Projects executed under maintenance	10
			20 Projects under maintenance	15
			30 Projects or more under maintenance	20
3.	Average Turnover of the bidder from Indian Operations for the last 3 financial years (2016-17, 2017-18 & 2018-19) - (In Crores)	20	Avg. turnover > Rs 100 Cr	20
			Avg. turnover > Rs 80 Cr ≤ Rs 100 Cr	15
			Avg. turnover > Rs 50 Cr ≤ Rs 80 Cr	10
			Avg. turnover > Rs 20 Cr ≤ Rs 50 Cr	5
4.	Bidder's Manpower strength on own payroll	20	Manpower strength of >5 but ≤ 10	5
			Manpower strength of >10 but ≤ 15	10
			Manpower strength of >15 but ≤ 20	15
			Manpower strength of >20	20
5.	Quality Certification	20	Latest ISO 27001	10
			Latest ISO 9001	10

All claims to be supported by relevant documents / certificates. Onus of substantiating claims lies with the bidder.

Firms, who secure 70% of marks in Technical Evaluation, will qualify for opening of Financial Bid.

3. 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.

4. 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.

5. 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.

SECTION – G

GUIDANCE FOR E-TENDERING

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

- **Registration of Bidder:**

Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement System through logging on to **<https://wbtenders.gov.in>**. The Bidder is to click on the link for e-Tendering site as given on the web portal.

- **Digital Signature Certificate (DSC):**

Each Bidder is required to obtain a Class-II or Class-III Digital Signature Certificate (DSC) for submission of tenders from the approved service provider of the National Informatics Centre (NIC) on payment of requisite amount. Details are available at the Web Site stated above. DSC is given as a USB e-Token.

- The Bidder can search & download N.I.T. & BOQ electronically from computer once he logs on to the website mentioned above using the Digital Signature Certificate. This is the only mode of collection of Tender Documents.

- **Participation in more than one work:**

A prospective bidder shall be allowed to participate in the job either in the capacity of individual or as a partner of a firm. If, found to be applied severally in a single job all the applications will be rejected.

- **Submission of Tenders:**

Tenders are to be submitted through online to the website stated above in two folders at a time, one in Techno Commercial Proposal & the other is Financial Proposal before the prescribed date & time using the Digital Signature Certificate (DSC). The documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats)

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

Techno Commercial Cover:

Technical Document1 (scanned & join in pdf format then upload)

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

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

1. N I T Declaration duly stamped & signed in bidder's letter head, Section – P
2. Bid Form as per format (Section – E)

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

1. Documents as per Section – I
2. Declaration as per Section – B

Financial Cover:

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

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

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

Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES	A1. CERTIFICATES	<ul style="list-style-type: none"> • GST Registration Number • PAN • Document as per Section – B
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	<ul style="list-style-type: none"> • Document as per Section – B • Declaration as per Section – B
		B2. COMPANY DETAILS 2	<ul style="list-style-type: none"> • Company Profile (Not more than 3 pages) • ISO Certificate as per Section – B
C	CREDENTIAL	CREDENTIAL 1	<ul style="list-style-type: none"> • Order copies as per Section – B
		CREDENTIAL 2	<ul style="list-style-type: none"> • Product brochure • Other documents, if any
D	DECLARATION	DECLARATION 1	<ul style="list-style-type: none"> • List of Clients as per format (Section – N) • Financial Capability of Bidder as per format (Section – K)
		DECLARATION 2	<ul style="list-style-type: none"> • Other documents, if any
		DECLARATION 3	Bidder's Details as per format (Section – L)
		DECLARATION 4	Details of Order as per format (Section – J)
		DECLARATION 5	Declaration as per Section – B
F	FINANCIAL INFO	P/L & BALANCE SHEET 2016-2017	P/L & BALANCE SHEET 2016-2017
		P/L & BALANCE SHEET 2017-2018	P/L & BALANCE SHEET 2017-2018
		P/L & BALANCE SHEET 2018-2019	P/L & BALANCE SHEET 2018-2019

SECTION – H
BILL OF MATERIAL

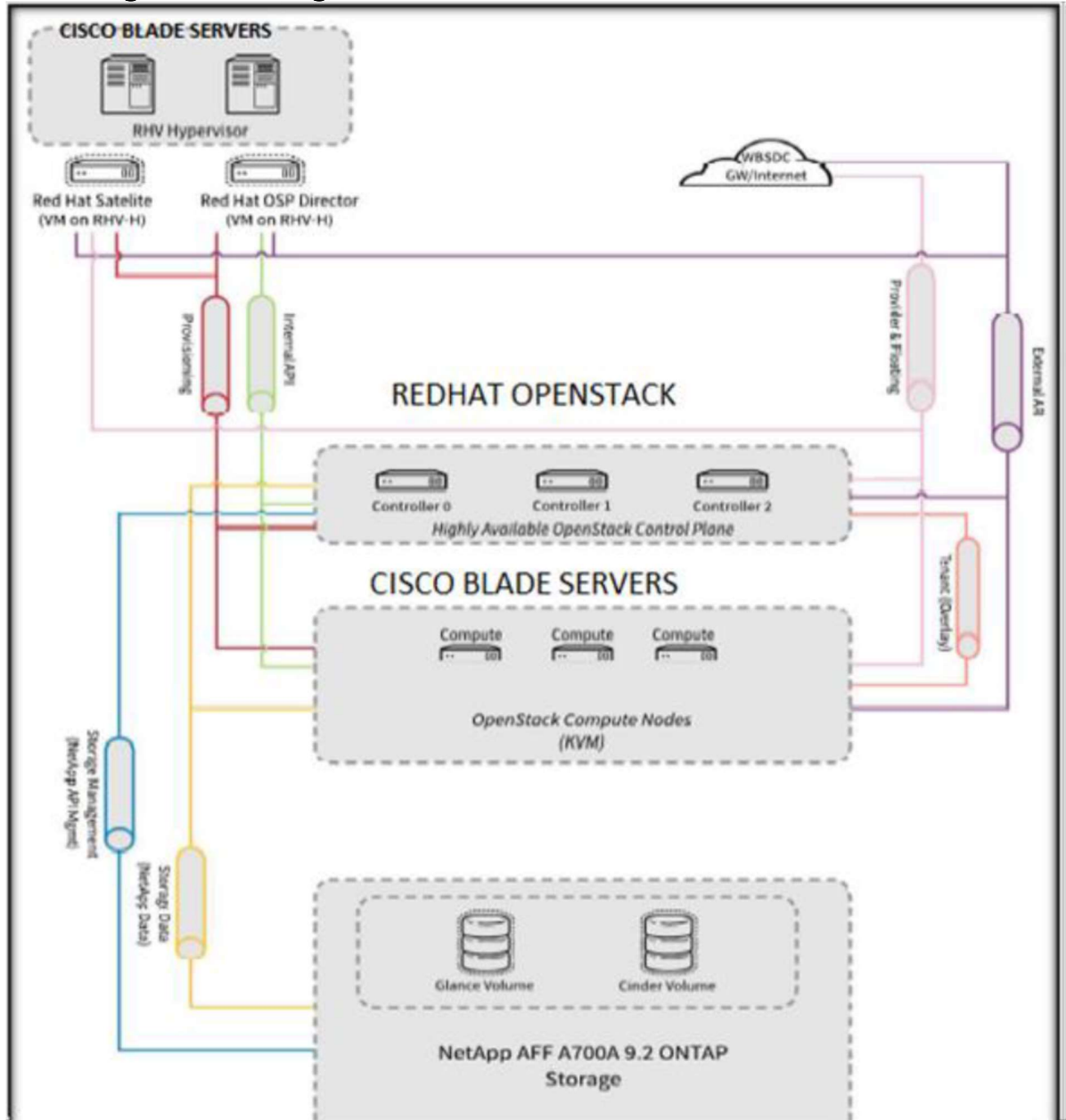
Sr. No.	Details	Unit	Qty
1	Storage System – Usable 300 TB storage system as per specifications including 5 years of on-site warranty support services	No	1

SECTION - I

TECHNICAL SPECIFICATION WITH COMPLIANCE STATEMENT

(Tender No. WTL/SDC/SS/20-21/010)

A. Broad diagram of existing Infrastructure at WBSDC:



B. Existing infrastructure details:

Please note that WBSDC is currently having following infrastructure:

- Storage: Make: Netapp, Model: AFF A700, O/S : Ontap
- CISCO Blade servers
- CISCO SAN Switch model: 9148, 48 port
- Redhat OpenStack cloud system on RHEV virtualization.

C. Technical Requirements:

- a) The proposed storage is to be mounted in the existing racks of WBSDC. Dimension of the existing rack is: 42U X 800mm X 1070mm
- b) The proposed storage system must be inter-operable with the existing storage of Netapp (ontap C-mode, 4 node cluster) and must be integrated with existing Redhat Cloud stack, Redhat OpenShift, Redhat Open Stack platforms.
- c) The proposed storage should be interoperable with existing storage system (Netapp) for 2 different volumes in new & existing storage systems for seamless migration of applications.
- d) The application layer & database layer from a single application stack may require to be hosted separately in existing & new storage and the same should be operable from both the storage systems.
- e) The proposed Storage system must be inter-operable with existing commvault backup system& Dell-EMC Virtual Tape Library of WBSDC

D. Technical Specifications of proposed Storage system:

Sr. No.	Specification		Compliance (Yes/No)
1	Storage System Type	Unified Storage	
2	Storage Capacity (TB)	300 terabytes- Usable	
3	Hardware Form Factor of Storage System (RU)	Within 21U	
4	Disk		
	Disk Type	SSD, SAS, NL-SAS	
	Requirement of SSD Drives, out of 300 TB total capacity	30 TB Usable in RAID 5/6	
	Requirement of SAS Drives (with SAS 10K drives), out of 300 TB total capacity	75 TB Usable in RAID 5/6	
	Requirement of NL-SAS Drives (with NL-SAS 7.2K drives), out of 300 TB total capacity	195 TB Usable in RAID 6	
	Scalability	The storage system should be scalable to minimum 2 times within 21U form factor. Further, the storage system should be scalable to minimum 4 times of the current usable capacity.	

Sr. No.	Specification		Compliance (Yes/No)
		The drive configuration should be in the same ratio (i.e. SSD : SAS : NL-SAS).	
	Hot Spares	Yes	
	Provision for additional Capacity	Yes	
	If Yes, Number of Drive Slots available to achieve additional capacity	add shelf & Drives	
5	Connectivity/Port		
	Type of Front end Ports	16G FC, 32G FC, 10/25GbE	
	Minimum Number of Front end Ports	12	
	Minimum Speed of front end Ports in Gbps in FC	16 Gbps	
	Type of Back end Ports	SAS	
	Minimum Number of Back end Ports	8	
	Minimum Speed of Back end ports in Gbps	12 Gbps	
	Minimum Number of Remote Replication Ports (FC/Ethernet)	2	
6	Controllers		
	Number of Controllers/VSD/ Node available in the storage System	2	
	RAID Level Support	10/5/6	
	Active-Active Controllers Configured in HA	Yes	
7	System Cache		
	Cache Availability Type	Persistent/ Global	
	Total Configurable Cache (GB)	Minimum 512 GB	
	No of Snapshot Copies Per Volume	255	
	License for Snapshot is to be included	Yes	
8	Data Replication		
	Remote Replication	Yes	
	Remote Replication license included	Yes	
	Synchronized Replication Support	Yes	
	Synchronous Replication license included	Yes	
	Asynchronous Replication Support	Yes	
	Asynchronous Replication license included	Yes	
	The offered storage should come with 100% data availability Guarantee platform & Zero Data Loss Support	Yes	
9	Type of Data Compression	Inline S/W Level	
10	Type of Data Deduplication	Inline at S/W Level	

Sr. No.	Specification	Compliance (Yes/No)
11	No Single point of Failure with Non-Disruptive replacement of Hardware	Yes
12	The Storage provide Non disruptive Firmware /Microcode upgrade	Yes
13	Encryption Required	Yes
14	Type of Data at Rest Encryption	HW/ SW Based
15	Storage management software for configuration and multi-pathing(part of the supply).	YES
16	Multi-pathing and load balancing and fail over software (part of supply) with license for windows/Linux servers or shall support native multipathing of OS.	YES
17	Operating System Platform and Clustering Supported by the Storage from day one	windows, linux, unix
18	BIS Registration under CRS of MeiTY	Yes
19	BIS Registration Certificate shall be furnished when demanded by the buyer	Yes
20	Storage System is compliant with IPv4 & IPv6	Yes
21	On Site OEM Warranty	5 Years

- 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 marking minimum specification as mentioned in this RFP

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

SECTION - J

DETAILS OF ORDERS EXECUTED BY BIDDER

(Tender No. WTL/SDC/SS/20-21/010)

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

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

SECTION – K

FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/SDC/SS/20-21/010)

FINANCIAL INFORMATION

Sl. No.	Name of the Bidder	Turnover (Rs. / Crores)		
		2016-17	2017-18	2018-19
1				

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

SECTION – L

BIDDERS'S DETAILS

(Tender No. WTL/SDC/SS/20-21/010)

1	Name of the Firm	
2	Registered Office Address	
	Contact Number	
	Fax Number	
	E-mail	
3	Correspondence / Contact address	
	Name & Designation of Contact person	
	Address	
	Contact Number	
	Fax Number	
	E-mail	
4	Is the firm a registered company? If yes, submit documentary proof	
	Year and Place of the establishment of the company	
6	Former name of the company, if any	
7	Is the firm <ul style="list-style-type: none"> ▪ a Government/ Public Sector Undertaking ▪ a propriety firm ▪ a partnership firm (if yes, give partnership deed) ▪ a limited company or limited corporation ▪ a member of a group of companies, (if yes, give name and address and description of other companies) ▪ a subsidiary of a large corporation (if yes give the name and address of the parent organization). If the company is subsidiary, state what involvement if any, will the parent company have in the project. 	
8	Is the firm registered with Sales Tax department? If yes, submit valid GST Registration certificate.	
9	Is the firm registered for Service Tax with Central Excise Department (Service Tax Cell)? If yes, submit valid Service Tax registration certificate.	
10	Total number of employees. Attach the organizational chart showing the structure of the organization.	
11	Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details)	
12	How many years has your organization been in business under your present name? What were your fields when you established your organization	
13	What type best describes your firm? (Purchaser reserves the right to verify the claims if necessary) <ul style="list-style-type: none"> ▪ Manufacturer ▪ Supplier ▪ System Integrator ▪ Consultant ▪ Service Provider (Pl. specify details) ▪ Software Development ▪ Total Solution provider (Design, Supply, Integration, O&M) ▪ IT Company 	
14	Number of Offices in district headquarters in West Bengal	
15	Is your organization having ISO 9001:2015 certificates?	

16	List the major clients with whom your organization has been / is currently associated.	
17	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
18	Have you ever been denied tendering facilities by any Government / Department / Public sector Undertaking? (Give details)	

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

SECTION – M

PRE-BID MEETING QUERY

(Tender No. WTL/SDC/SS/20-21/010)

Name of the Bidder:

Queries

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

Note: The filled form to be submitted in XLS or 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: _____

SECTION – N

LIST OF CLIENTS OF SIMILAR ORDERS

(Tender No. WTL/SDC/SS/20-21/010)

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

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

SECTION – O

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

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

Ref Bank Guarantee no.....

Date.....

PROFORMA OF BG FOR SECURITY DEPOSIT

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED

(Stamp of the executants)

WITNESS

1) _____

2) _____

(Name & address in full with Rubber Stamp)

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.

SECTION – P

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: Supply, Installation, Commissioning and Maintenance of Storage System at West Bengal State Data Center.

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/SDC/SS/20-21/010 dated 11.11.2020 for Supply, Installation, Commissioning and Maintenance of Storage System at West Bengal State Data Center published by Webel Technology Limited in e-Tender website.

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

Thanking you, we remain

Yours faithfully

.....
Signature

.....
.
Name in full

.....
Designation

.....
Company Stamp

Dated, thisday of2020

SECTION – Q

MANUFACTURER'S AUTHORIZATION FORM

Date:

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

Ref: Tender No.: WTL/SDC/SS/20-21/010 dated 11.11.2020.

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 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 three years warranty.

We also confirm that the material will be delivered as mentioned in tender documents.

Name _____ In the capacity of _____

Signed _____

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

Dated on _____ day of _____ 2020

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