

WEBEL TECHNOLOGY LIMITED

NOTICE INVITING e-TENDER

e-Tender are invited for **MPLS-VPN provider/Telecom service provider** with NLD and ILD Licenses and being capable of providing complete MPLS-VPN connectivity and Internet Leased Line through Wired/Wireless (RF) links and also having sufficient experience and credentials for successful completion of similar nature of work in Government Department/PSU/Autonomous Body or any reputed organization.

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 are only eligible to apply. Bidder must have adequate Service Setup for providing on-site warranty service and maintaining of SLA within the stipulated time. The organisation currently under insolvency shall not qualify for participating in this tender.

1	Tender No. & Date	WTL/FD/MPLS2/19-20/039 dated 05.03.2020
2	Tender Version No.	1.0
3	Brief description of Job	Installation of MPLS connectivity at various location under the Directorate Commercial Taxes, GoWB
4	Tender Fee	Rs.6000.00 (Rupees Six thousand only) The amount to be transferred electronically through e-tender portal.
5	Earnest Money Deposit	Rs.200000.00 (Rupees Two lakhs only) The amount to be transferred electronically through e-tender portal.
6	Date of Downloading	05.03.2020.
7	Pre-Bid Meeting date & time	12.03.2020 at 12.00 Hrs. * Only two persons for each intending bidder's organization will be allowed to attend the Pre Bid Meeting. * The person should have proper authorization in respective company Letter Head. * Only queries as per format (Section - Q) reaching WTL by 11.02.2020 at 15.00 Hrs. will be taken for decision. * Queries will be sent to Manager (Purchase) (arunava.saha@wtl.co.in)/Ms. Anita Dey (anita.dey@wtl.co.in) and copy to Mr. Debasis Majumdar (debasis.majumdar@wtl.co.in).
8	Bid Submission Start date & time	19.03.2020 at 14.00 Hrs.
9	Last date & time of EMD & Tender Fee submission	Before Uploading of Tender
10	Last date & time of Bid Submission	25.03.2020 at 12.00 Hrs.
11	Date & time of Technical Bid Opening	27.03.2020 at 12.00 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

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1. Intending bidder may download the tender documents from the website **<https://wbtenders.gov.in>** directly with the help of Digital Signature Certificate. Necessary Tender fee may be remitted electronically through e-tender portal in favour of “Webel Technology Limited” and also to be documented through e-filing. Necessary Earnest Money Deposit (EMD) may be remitted electronically through e-tender portal in favour of “Webel Technology Limited” and also to be documented through e-filing.
2. Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website **<https://wbtenders.gov.in>**
3. Tender documents may be downloaded from website and submission of Techno Commercial Bid and Financial Bid will be done as per Time Schedule stated in Section – B of this Tender Document.

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

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CONTENTS OF THE TENDER DOCUMENT

The Tender document comprises of the following:

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SECTION – E	SCOPE OF WORK & RESPONSIBILITY
SECTION – F	PROPOSED ARCHITECTURE FOR CONNECTIVITY
SECTION – G	LOCATIONS FOR INSTALLATION AND BANDWIDTH REQUIREMENT
SECTION – H	ELIGIBILITY CRITERIA
SECTION – I	BID FORM
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SECTION – L	SERVICE LEVEL AGREEMENT FOR NETWORK
SECTION – M	FORMAT FOR BIDDER’S DETAILS
SECTION – N	LIST OF CLIENTS OF SIMILAR ORDERS
SECTION – O	FORMAT FOR PRE-BID MEETING QUERY
SECTION – P	FORMAT FOR FINANCIAL CAPABILITY OF BIDDER
SECTION - Q	FORMAT FOR ORDERS EXECUTED BY BIDDER
SECTION – R	PROFORMA FOR PERFORMANCE BANK GUARANTEE
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SECTION – A

INTRODUCTION & THE PROJECT

WTL, (hereinafter referred to also as “Customer/Purchaser”) invites e-tender (hereinafter referred to as “RFP”) for installation of MPLS-VPN connectivity at various offices (Spoke Locations) under the following Directorate across the State and installation of Internet leased Line at West Bengal State Data Center (HUB Location).

1. Directorate of Commercial Taxes: 36 Locations (Spoke)

Locations’ details and Location wise bandwidth requirement are as given in **Section - G** (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.

Thus, Webel Technology Ltd. intends to procure services for **36 Nos.** of MPLS connectivity for the various offices of the Directorate Commercial Taxes to **West Bengal State Data Center, Salt Lake (MPLS HUB)**, for data transfer, Video & using internet Connectivity through MPLS-VPN.

M/s Bharti Airtel Ltd., who at present provides Primary MPLS connectivity at locations of The Directorate of Commercial Taxes **will be barred to participate**,

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

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SECTION - B

DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	05.03.2020
2	Documents download/sale start date (Online)	05.03.2020
3	Corrigendum, if any will be published (On Line)	-
4	Bid Submission start date & time (On line)	19.03.2020 & 14.00 hrs.
5	Last Date & time of submission of Earnest Money Deposit (On line)	-
6	Last Date & time of submission of Tender Fee (On line)	-
7	Bid Submission closing date & time (On line)	25.03.2020 & 12.00 hrs
8	Bid opening date & time for Technical Proposals (Online)	27.03.2020 & 12.00 hrs
09	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any	-
10	Date for opening of Financial Bid (Online)	-

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SECTION - C

GUIDANCE FOR E-TENDERING

Instructions / Guidelines for electronic submission of the tenders for assisting the Bidders to participate in e-Tendering are as follows.

- **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. & BOM 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 through different capacity :**
A prospective bidder shall be allowed to participate in the job either in the capacity of individual/ a company or as a firm. If, found to have 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 three folders at a time. One in Techno Commercial Proposal Second is Financial Proposal containing two packets and Third is Non-Statutory Cover. The said folder has to be submitted online 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 three Cover/ folders.

A. Techno Commercial Cover:

Technical Document 1 (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 Document 2 (scanned & join in pdf format then upload)

1. NIT Declaration duly stamped & signed in letter head of bidder (Section – S)
2. Bid Form as per format (Section – I)

B. Financial Cover:

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

C. NON-STATUTORY COVER CONTAIN FOLLOWING DOCUMENT:

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

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Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES	A1. CERTIFICATES	<ul style="list-style-type: none"> • GST Registration Certificate • PAN • Trade License • Income Tax Clearance Certificate/Last Return Copy • As required
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	<ul style="list-style-type: none"> • As required
		B2. COMPANY DETAILS 2	<ul style="list-style-type: none"> • Company Profile (Not more than 3 pages) • As required
C	CREDENTIAL	CREDENTIAL 1	Eligibility Criteria's (As per Section - H)
		CREDENTIAL 2	<ul style="list-style-type: none"> • As required
D	DECLARATION	DECLARATION 1	List of Clients as per format (Section – N)
		DECLARATION 2	Financial Capability of Bidder as per format (Section – P)
		DECLARATION 3	Bidder's Details as per format (Section – M)
		DECLARATION 4	Details of Order Execution as per format (Section – Q)
		DECLARATION 5	Power of Attorney as per format (Section – T)
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

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SECTION – D

A. 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 terms and conditions agreed between selected bidder and Webel Technology Ltd 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.

“Bid Document” means, Notice Inviting Tender (NIT), Request for Proposal (RFP), Service level Agreement for Network and Service Level Agreement for MPLS VPN Services

“Bidder” means any individual or partnership firm/company/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 signs the agreement for commission of bandwidth and render services for the connectivity between locations.

“Contract” is used synonymously with Agreement.

“Contract Price” means the price to be paid to the successful bidder for delivering MPLS connectivity and rendering services thereafter during contract period as per Scope of work and responsibility.

“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 WTL to the defaulting contractor.

“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 of the benefits of free and open competition.

“Good Industry Practice” shall mean standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced organization in a similar type of undertaking under the same or similar circumstances.

“Government” / “Govt. of W B” means the Government of West Bengal represented by Finance Department (Authority).

“FD” means Finance Department

“CTD” means the Directorate of Commercial Taxes

“WTL” means Webel Technology Ltd. WTL is a government company registered under Companies Act 2013. WTL will hereby act as a purchaser and execute the contract on behalf of FD.

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

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

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“Project” means Installation of MPLS connectivity at various location under the Directorate Commercial Taxes.

“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 by WTL.

“Service Tenure” means entire contract 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/Award shall constitute the intention of the WTL to place the Purchase Order with the successful bidder.

“Operator” means the organisation providing the services under the Agreement.

“Period of Agreement” means 5 years from the date of Letter of Intent/Work Order

“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 Service Support / Warranty support”

“%Uptime” means ratio of 'up time' (in minutes) as mentioned in section titled “Service Support / Warranty support”

“Service Down Time” (SDT) means the time period when specified services with specified technical and operational requirements as mentioned in section titled “Service Support / 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 9:00 A.M. to 7.00 P.M., unless otherwise specified in the Agreement.

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“**EBH**” means Extended Business Hours, which are generally from 7.00 P.M. to 9:00 A.M., unless otherwise specified in the Agreement.

“**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/high Network traffic basically after/during 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**” Attached as Exhibit in Section - L is a Service Level Agreement (“SLA”) setting forth the respective responsibilities of the selected bidder for rendering services of MPLS Connectivity.

2. PRE BID MEETING

Pre Bid Meeting will be held on 12.03.2020 at 12.00 hrs at premises of WTL. Bidder can send their queries as per format (Section - O) to Manager (Purchase) (arunava.saha@wtl.co.in) / Ms. Anita Dey (anita.dey@wtl.co.in) and copy to Mr. Debasis Majumdar (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 no case be responsible for those costs regardless of the conduct or outcome of the bidding process.

4. UNDERSTANDING OF 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. 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 cancellation 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 a Corrigendum, which would be published on the website. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. MODIFICATION AND WITHDRAWAL OF BID DOCUMENTS

WTL shall make reasonable efforts to respond to the queries or request for clarifications on or before the date specified in the bid data sheet. WTL shall not be obligated to respond to any queries received by post after the last date of submission of queries. WTL responses to bidder queries, if any, (including an explanation of the query but without identifying its source) will be made available to all bidders and shall be uploaded in the website. It shall be the bidder's responsibility to check website for the responses to the queries or requests for clarification. WTL may, but shall not be obliged to communicate with the bidders by e-mail, notice or other means it may deem fit about the issuance of clarifications. WTL

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reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this document shall be taken to be or read as compelling or requiring the WTL to respond to any query or to provide any clarification.

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. UNDERSTANDING OF BILL OF MATERIAL

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 to 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) / TENDER FEE

The bidder shall furnish Online Receipt against payment of Tender Fees and Earnest Money Deposit.

10. REFUND OF EMD:

EMD will be refunded to the unsuccessful bidders without interest by following guidelines of circular 3975-F(Y) dated 28/07/2016 on final selection of Successful Bidders.

11. FORFEITURE OF EMD

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

- a) If Bidder withdraws the proposal before the expiry of validity period.
- b) 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 to question under any circumstances.
- c) 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.
- e) execute the SLA within specified time

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

12. FORMS AND FORMATS

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

13. LACK OF INFORMATION TO BIDDER

The bidder shall be deemed to have carefully examined the Bid document to his entire satisfaction. Any lack of information shall not relieve the bidder of his responsibility to fulfill his obligation under the bid. If bidder has any queries relating to bid document then he can send the queries before the Pre Bid Meeting.

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14. 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 two weeks from the date of receipt of Letter of Intent/ Work Order. The PBG should be valid for six month more than the contract period. All delivery of the material will have to be completed within 45 days from the date of execution acceptance of contract and the contractor has to ensure all activities leading to the commissioning of the Project contract to be completed within 75 days from the date of Work Order. Subsequent to the award/Work Order, the contractor will have to arrange for the requisite material as per. Schedule below:

Sl. No.	Location at	Time frame for commissioning of Links
1.	HUB	Within 45 days from Date of LoI/Work Order issued by WTL
2.	Spoke locations at District HQ, Siliguri & Durgapur	Within 45 days from Date of LoI/Work Order issued by WTL
3.	Spoke locations at Sub-Division HQ	Within 60 days from Date of LoI/Work Order issued by WTL
4.	Rest of the Spoke locations	Within 75 days from Date of LoI/Work Order issued by WTL/

14. LIQUIDATED DAMAGE / PENALTY FOR DELAY IN COMMISIONING

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

Delay in Days beyond mentioned above	Penalty (% of Annual cost for the undelivered links)
1-30	0.5% PER WEEK
31-60	1.25% PER WEEK
60-90	2.5% PER WEEK
Above 90	5% PER WEEK

- b. 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.
- c. If the delay in commissioning for more than 5% of the locations is more than 90 days then the penalty would be annual cost of equal no. of locations of that bandwidth calculated in prorate for that period in addition to penalty mentioned aboven (a).
- d. The aforesaid timeline shall be imposed provided that the service provider has been allowed free access to the site by the WTL.

15. 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.

16. 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, Proof of concept, freight, travel and all other incidental expenses in any form and type 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, Testing, Commissioning and maintaining charges of link.

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17. TAXES & DUTIES IN PRICE BID

- The prices shall be inclusive of all taxes & levies excluding GST. However, the existing GST 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's payment.
- 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 GST, 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.
- Taxes applicable as per prevailing rate at the time of submission of Invoice.

18. BID CURRENCIES

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

19. 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.

20. 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 the Finance Department.

First billing period will start after 15 days from successful commissioning of the link. Thereafter, Service Provider will raise invoice on quarterly basis post usage per link after compliance of SLA. From the invoice applicable TDS will be deducted at the time of payment.

Prices payable to the service provider as stated in the Contract shall be firm and not subject to adjustment during performance of the Contract, irrespective of reasons whatsoever, excluding penalty and revision in GST, if any.

The service provider has to raise consolidated quarterly bill after deduction / adjustment of penalty amount, if any.

21. 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.

22. 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.

23. BID DUE DATE

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The online tender has to be submitted not later than the due date and time specified in the Important Dates Sheet. WTL may as its discretion on giving reasonable notice in Website 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.

24. LATE BID

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

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. NON-TRANSFERABILITY OF TENDER

This tender document is not transferable.

31. 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.

32. 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 before the Pre-Bid meeting.

33. 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.

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- 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.
- h) A power of Attorney (Setion – V) is to be submitted in the Non-Statutory Cover authorizing the Signing Authority on behalf of the Firm/company.

34. 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.

35. 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.

36. GENERAL TERMS

- a) All the pages of the bid document including documents submitted therein must be duly signed and stamped failing which the offer shall be liable to be rejected.
- b) All the documents to be submitted by the bidder along with their offer should be duly authenticated by the person signing the offer and if at any point of time during procurement process or subsequently it is detected that documents submitted are forged/tampered/manipulated in any way, the total responsibility lies with the bidder and WTL reserves the full right to take action as may be deemed fit including rejection of the offer and such case is to be kept recorded for any future dealing with them.
- c) No Technical/Commercial clarification will be entertained after opening of the tender.
- d) Overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript ion 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.

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- 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.

37. 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.

38. Right to verification:

WTL reserves the right to verify any or all of the statements made by the Bidder in the tender document and to inspect the Bidder's facility, if necessary, to establish to its satisfaction about the Bidder's capacity/capabilities to perform the job.

39. CORRUPT OR FRAUDULENT PRACTICE

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.

B. SALIENT TERMS & CONDITIONS OF SERVICE LEVEL AGREEMENT

40. TERMS OF THE CONTRACT

- a. Term of the contract is five years from the date of acceptance of successful link commissioning.
- 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 Directorate, Government of West Bengal.
- d. After the end of the term of this contract, the Directorate 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.

41. PERFORMANCE BANK GUARANTEE (PBG)

As a guarantee for timely delivery, installation and commissioning of equipment as well as performance of on-site Service Support / 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 – R).

42. SERVICE SUPPORT/WARRANTY 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

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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 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

43. 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 WTL shall not be responsible for any loss or damage to any of these equipments during the course of the execution of the work.

44. 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.

45. 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.

46. 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.

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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:

- Designate 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

47. 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 Finance Department, 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. SUB-CONTRACT

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

53. 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 PBG.

54. 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.

55. CONFLICT OF INTEREST:

Bidder shall not have a conflict of interest that may affect the delivery of service. Any bidder found to have a conflict of Interest shall be disqualified. In the event of disqualification, WTL shall forfeit the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to WTL for, inter alia, the time, cost and effort of WTL including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available to WTL hereunder or otherwise.

56. DISPUTE RESOLUTION

The parties to contract shall use their best efforts to settle amicably all disputes arising out of or in connection with the agreement or the interpretation thereof. In the event of a dispute, differences or claim arises in connection with the interpretation or implementation of the agreement, the aggrieved party shall refer the matter to Finance Secretary, Govt. of West Bengal.

In case no settlement is achieved the following Arbitration procedure shall be followed:-

- A) In case the dispute is not resolved, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of parties to such dispute. if there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by client and other appointed by the service provider and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at kolkata and following are agreed.
- B) The arbitration award shall be final and binding on the parties, and the parties agree to be bound thereby and to act accordingly. The arbitrator may award to the party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel). when any dispute is under arbitration, except for matters under dispute, the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under the agreement.

57. 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

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- 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 pubWTL 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 fro 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.

58. 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.

59. 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.
- 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.

60. TERMINATION

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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.

61. 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.

62. 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 Contractor 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 Licenses and pay all fees and taxes required by law. These will be selected Contractor's entire obligation regarding any claim of infringement.

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SECTION – E

SCOPE OF WORK & RESPONSIBILITY

Webel Technology Ltd. is interested to engage reputed Bidders [Telecom Service Provider] for providing MPLS connectivity at 36 locations spread across the West Bengal for the following Directorate.

Directorate of Commercial Taxes: **36 Locations (Spoke)**

The RFP is intended to select reputed Service provider with credentials to deliver and manage the MPLS network service across the state for the above mentioned Directorate.

The hub location will have MPLS connectivity on Gigabit Ethernet depending on the bandwidth size as per the BOM in **Section - K**.

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 terminate respective HUB links in existing MPLS HUB Routers installed with HA mode at West Bengal State Data Center and spoke links at existing Spoke router. Service Support /Warranty support and Manageability of HUB & Spoke Router is responsibility of WTL. Existing HUB & Spoke Router details as given below:

Directorate of Commercial Taxes: 2 Nos. HUB Router with HA mode, Make: Ruijie Networks, Model: RG-RSR7716 (with 16 port 1G Cooper port of each HUB Router) & Spoke Routers Make: D-Link, Model: DI-SR-2800-20 (6 nos. WAN/LAN port)

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 delivered in this project has to be managed and maintained by the bidder for five years from successful commissioning of the link
- Spoke router will be configured by the bidder. Necessary technical help will be provided by WTL technical team during the integration.

Last Mile:

- Last mile on FIBER/Copper/RF
- 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 should be monitored through different NMS. NMS will be provided & configured by WTL/Directorate after due to course. Bidder will provide necessary inputs of Spoke Router & Switch for NMS configuration.
- Handoff- GE/FE

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 (Roof top Tower / Ground Based Tower) of the remote offices will be provided by respective Directorate.
- Building earthing at working condition.
- Provide the Rack space for installation of Spoke Router & switch at Spoke Locations.

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Site Survey & Feasibility Report:

- Bidder conduct survey (at their own cost) the sites, for which they have to collect necessary permission letter from WTL/Directorates

Location wise IP address will be provided by Webel Technology Ltd.

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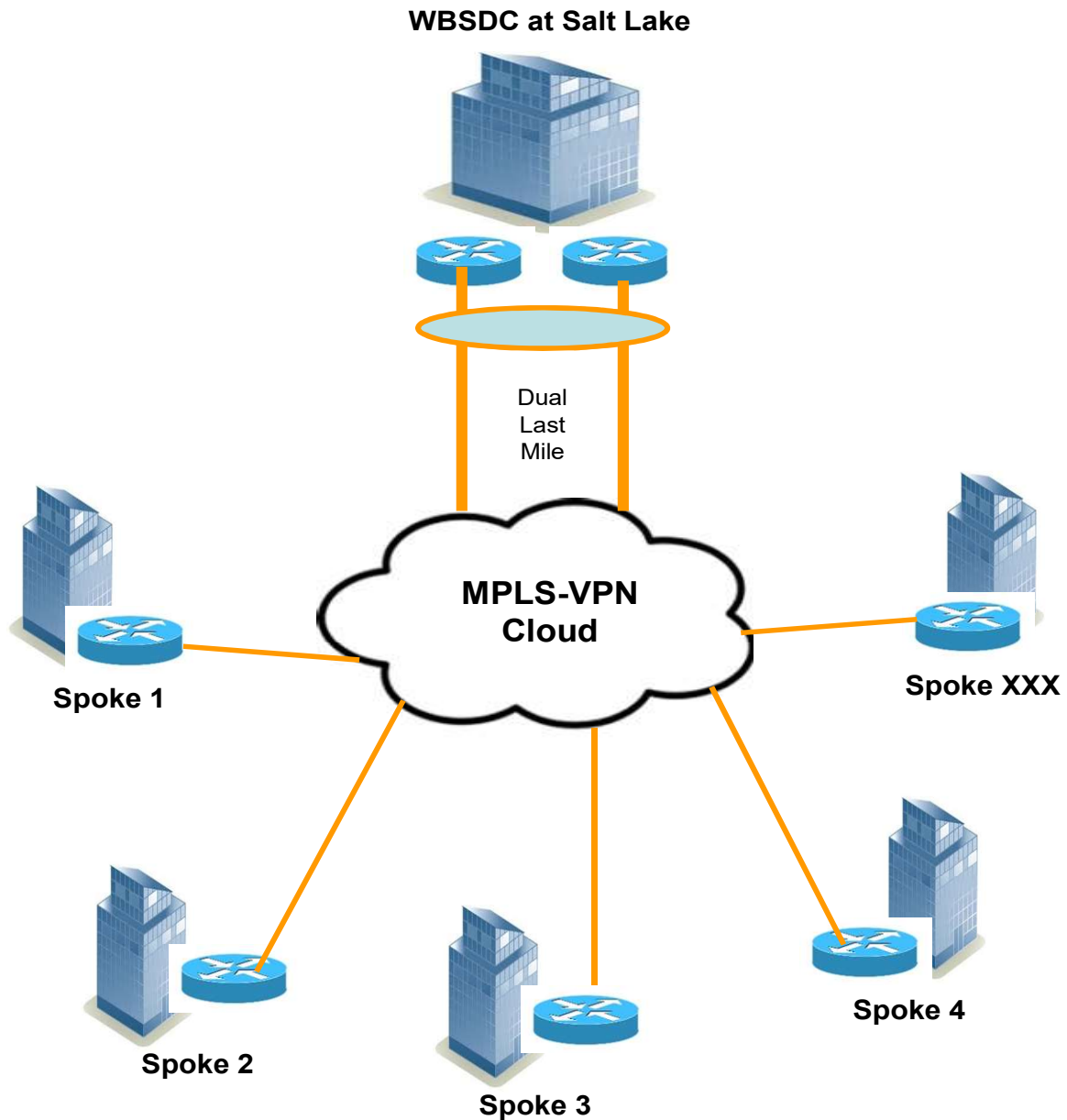
SECTION - F

PROPOSED ARCHITECTURE FOR CONNECTIVITY

WTL propose to connect Directorate of Commercial Taxes 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.

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. Respective Directorate 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.



**** Spoke Router & Spoke Switches of the Directorate of Commercial Taxes has already installed.**

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SECTION-G

LOCATIONS FOR INSTALLATION AND BANDWIDTH REQUIREMENT

Sl. No.	Directorate Name	No. of Spoke Locations	5Mbps MPLS Spoke Bandwidth	10Mbps MPLS Spoke Bandwidth	20Mbps MPLS Spoke Bandwidth	25Mbps MPLS Spoke Bandwidth	HUB MPLS Bandwidth	HUB Internet Bandwidth	Hardware on Lease at Spoke End	Hardware on Lease at HUB End
4	Directorate of Commercial Taxes	36	26	5	2	3	300 Mbps	100 Mbps	Not Required	Not Required

Sl. No.	District	Office Name	Office Address	Bandwidth Requirement
1	Alipurduar	Alipurduar Range Office Building	Office of Senior joint commissioner, Commercial tax, Buxa Feeder Road, Oppo Fire Station, PO-Alipurduar court, PS-Alipurduar, PIN-736122	5Mbps
2	Bankura	Bankura Charge Building	Office of the joint Commissioner, Commercial Taxes, Bankura Charge, Bankura, Ailakandi, PO: Kenduadihi, PS: Bankura, PIN:722102	5Mbps
3	Birbhum	Suri Charge Building	Near Station More, R.N. Tagore Road. PS & PO: Suri, Birbhum 731101	5Mbps
4		Rampurhat Range Building	Office of the senior Joint commissioner, Commercial Taxes, Rampurhat Range and BI3, PO: Nischindapur, PS: Rampurhat, Birbhum-731224	5Mbps
5	Cooch Behar	Coochbehar Charge office Building	Office of Joint Commissioner, Commercial Tax Coochbehar charge, MJN road, Near Sagar Dighi, PO-Cooch behar PS-Cooch behar PIN-736101	5Mbps
6	Darjeeling	Siliguri Revision Board Office Building	Siliguri Revision Board Office, Nr City Centre, Siliguri, Dist: Darjeeling, Pin- 734010	5Mbps
7		Siliguri Building	Office of the Additional Commissioner Commercial Tax, Banijyakar Bhawan, Paribahan Nagar, Matigara, PO-Matigara, PS-Matigara, Darjeeling-734010	25Mbps
8		Darjeeling Charge Office Building	Ajit Mansion, Chowrasta, Mal, Darjeeling-734101	5Mbps
9	East Midnapore	Haldia Unit Office	JCCT. Tamluk Charge, Haldia Unit Office, Basudevpur .PO-Khanjan Chowk.SDO Building Complex, PS-Durgachowk, Haldia-721602	5Mbps
10		Tamluk Charge	Office of the Joint commissioner, commercial taxes and GST, Tamluk, Land Mark: OPPO of Sabitri Nursing home, PO & PS: Tamluk, Dist: Purba medinipur, PIN 721636,	5Mbps
11	Hooghly	Sreerampur Charge Building	Office of the joint Commissioner, Commercial Taxes, Sreerampur charge court compound, Hoogly, PS & PO: Sreerampur, PIN: 712201	10Mbps
12	Howrah	Howrah Circle Building	7/1, Mackenjee Lane, Dist: Howrah, Pin -711101	25Mbps
13	Jalpaiguri	Jalpaiguri Circle Building	Office of Senior Joint commissioner, Commercial tax ,3rd floor treasury building, PO-Jalpaiguri, PS-Jalpaiguri, PIN-735101	5Mbps
14	Kolkata	Behala Circle Building	620 D.H. Road, Behala Industrial Estate, Behala Chowrasta, Dist: Kolkata, Pin-700034	20Mbps
15		Behala Charge Building	620 D.H. Road, Behala Industrial Estate, Behala Chowrasta, Dist: Kolkata, Pin-700034	10Mbps

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16		Bureau of Investigation	Bureau Of Investigation, 10, Madan Street, Dist: Kolkata, Pin- 700072	20Mbps
17	Malda	Gazole office	Office of the Senior Joint commissioner, Raiganj range, BI4, Bidrohi More, UCO Bank Building, PO & PS: Gazole, District:Malda , PIN: 732124	5Mbps
18	Murshidabad	Beharampur Circle Building	Netaji super market 1st floor,Bimal Saha Rd,PO-Berhampur,PS-Berhampur,PIN-732101	10Mbps
19	Nadia	Krishnanagar Charge Building	Roypara,Near Khalish Park,Beledanga More,PO-Krishnagar, PS-Kotwalia Nadia, Pin-741101	5Mbps
20	North 24 Parganas	Salt Lake Building	Jalasampad Bhavan,DF block,PO-Sallake Kolkata-700091	25Mbps
21		Barrackpore Charge Office Building	Mahishpota (Kalyani Express highway), PO-Natagarh, PS-Ghola, North 24 Parganas,Pin: 700113	5Mbps
22		Barrackpore Range Office Building	65, Barrack Road. PO: Barrackpore,Kol-700120	5Mbps
23		Barasat Charge Building	82/5,KNC Road. Barasat 24Pgs(N), PO & PS: Barasat PIN:700124	5Mbps
24	North Dinajpur	Raiganj Circle Building	Raiganj Super Market,4th Block, 1st Floor,Oppo-Gitanjali Cinema,PO-Raiganj,PS-Raiganj PIN-733134,Uttar Dinajpur	5Mbps
25		Raiganj Range Building	Raiganj Range, Sudrashanpur,Near: Siliguri More, PO Raiganj, Dist: Uttar Dinajpur, Pin- 733134	5Mbps
26	Purba Bardhaman	Burdwan Charge Building	Office of the Assistant Commissioner of Commercial Taxes, Bardhaman Charge, PO Bardhaman, Dist: Purba Bardhaman, Pin: 713103	5Mbps
27	Paschim Bardhaman	Durgapur Zonal Office Building	Office of the Additional commissioner, Commercial Taxes, Red Cross Road,City Centre,Durgapur-713216	10Mbps
28		Durgapur Range Office Building	Office of the Senior Joint commissioner, Durgapur Range, Khairasol, NH-2,Durgapur-713212, Paschim Bardhaman	5Mbps
29		Asansol Circle Building	Court Road,beside SBI Asansol Main Branch,Asansol-713304	10Mbps
30	Purulia	Purulia Charge Building	Near Jila School More,PO: Dulmi Nadiha,Purulia-723102, PS: Purulia	5Mbps
31		Purulia Range Building	Office of the senior Joint commissioner, Commercial Taxes, Bhatbandh More Purulia, Purulia-723101, PS: Purulia Town, PO: Purulia	5Mbps
32	South 24 Parganas	Baruipur Charge Building	Office of the joint Commissioner, Baruipur, Kachari Bazar, Kulpi Road, PO & PS: Baruipur, Kol-700144	5Mbps
33		Diamond Harbour Charge Building	New Town,Dr Hasnad Gali, Diamond Harbour, 24Pgs(S), PO & PS: Diamond Harbour, PIN: 743331	5Mbps
34	South Dinajpur	Balurghat Charge Building	Old Sub-Jail Market Complex,1st floor, Kachari Road, near S.P.Office,Balurghat,PO-Balurghat,PS-Balurghat, Pin-733101,Dakshin Dinajpur	5Mbps
35	West Midnapore	Medinipur Charge & Cicle Building	Office of the joint Commissioner, Commercial Taxes, Head Post oiffice road, Panchur chalk, PS: Medinipur, Pin: 721101	5Mbps
36		Kharagpur Range Building	Office of the senior Join commissioner, Commercial Taxes, Kharagpur Range, NH-6, Rupnarayanpur Petrol Pump,(N.H.6) PO: Jakpur,PS: Kharagpur Local, Dist: Paschim Mednipur, PIN:-721301	5Mbps

WEBEL TECHNOLOGY LIMITED

SECTION – H

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/Service provider with NLD & ILD licenses and should be capable of providing Bandwidth through wired/ Wireless (RF) links. Bidder shall have to submit photocopy of NLD & ILD license
4. The Bidder has registered total turnover of Rs. 30.00 Crores for last three Financial Year i.e. FY 2016-17, FY 2017-18 & FY 2018-19 (Finance year shall mean an accounting period of 12 months) 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 Bidder should submit a declaration in Letter head mentioning detailed address POPs & NOC.
6. The bidder shall have valid Quality Certificate (ISO 9001: 2015). Photocopy of the certificate to be submitted.
7. The bidder shall have independently executed three similar Data connectivity order of Rs.50.00 (Fifty) lakhs in total preferably in Government Department /PSU/Autonomous Body / private sector bank /Insurance companies or any reputed organization, during last five financial years (FY 2014-15, 2015-16, 2016-17, 2017-18 & 2018-19) & current Financial year. References order copy for the project to be provided.
8. Bidder should submit Earnest Money Deposit (EMD) of Rs. 2,00,000.00 (Rupees Two lakhs only) electronically through e-tender portal as per the details given in Clause – 9, Section - D
9. Bidder should submit Tender Fee of Rs. 6000.00 (Rupees Six thousand only) electronically through e-tender portal. as per the details given in Clause – 9, Section - D
10. The bidder should have valid GST Registration Certificate & PAN. Bidder shall have to submit photocopy of the documents
11. The Bidder should have a centralized Help Desk / Call Center 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. The bidder shall submit Bid Form (Section – I) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.
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.

WEBEL TECHNOLOGY LIMITED

SECTION – I

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: Installation of MPLS connectivity at various location under 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/FD/MPLS2/19-20/039 dated 05.03.2020, 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 deposited EMD by e-payment for a sum of Rs. 2,00,000/- and the acknowledgement is enclosed.
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, thisday of2020

WEBEL TECHNOLOGY LIMITED

Thanking you, we remain,

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

Signature & Authorized Verified by

.....
Signature

.....
Name in full

.....
Designation

.....
Company Stamp

WEBEL TECHNOLOGY LIMITED

SECTION – J

TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT

1. EVALUATION PROCEDURE

- The Eligibility Criteria (Section - H) will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- After qualifying in Eligibility Criteria qualified bidders will only be considered for Financial Bid evaluation.

2. FINAL EVALUATION

Financial Proposal of the bidders qualifying in the evaluation of Eligibility Criteria will be evaluated. The bidder who has qualified in the Eligibility Criteria evaluation and returns with lowest quote (L1) in financial bid 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, Directorates may also carry out tests to determine that the performance or functionality of the Information System offered meets those stated in the detailed Technical Specification.

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SECTION – K

BILL OF MATERIALS (BANDWIDTH REQUIREMENT)

Directorate of Commercial Taxes			
Sl. No.	Item Description	Qty.	Unit
1	5Mbps MPLS-VPN Link (Spoke) for Directorate of Commercial Taxes with 5 years validity	26	Nos.
2	10Mbps MPLS-VPN Link (Spoke) for Directorate of Commercial Taxes with 5 years validity	5	Nos.
3	20Mbps MPLS-VPN Link (Spoke) for Directorate of Commercial Taxes with 5 years validity	2	Nos.
4	25Mbps MPLS-VPN Link (Spoke) for Directorate of Commercial Taxes with 5 years validity	3	Nos.
5	300Mbps MPLS-VPN Link (HUB) for Directorate of Commercial Taxes with 5 years validity	1	No.
6	100Mbps Internet Bandwidth (1:1) for Directorate of Commercial Taxes with 5 years validity	1	No.

Bill of quantity may change at the time of ordering of Purchase Order.

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SECTION – L

SERVICE LEVEL AGREEMENT FOR NETWORK

a. Connectivity

Any to Any connectivity required for all locations.

b. Service Level Requirement

Working Days : SIX days a week [Monday to Saturday]

Month : Calendar Month

Primary Business Hours : 9:00am to 7:00pm [10 hours]

Extended Business Hours : 7:00pm to 9:00am [14 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]: As per delivery schedule clause no. 14 in Section - D.

Helpdesk facility: Central Toll free number, mail, portal

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 / MRTG Report** on bandwidth and link utilization, uptime, downtime reports.
- **Real time and Historical web based reports** and **web based monitoring through portal** should be provided to the Customer.

c. 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.

d. 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. No separate charges or reimbursement of expenses will be allowed in this regard.

e. Closing down of Office

In the event of closing down of any office, the customer will intimate the vendor in 7 days advance. The recurring charges till the end of the running quarter will be paid by the customer. The required hardware may be collected subsequently.

f. Maintenance Services

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The customer has its IT team for monitoring and liaising 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.

g. 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.

h. 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.

i. 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.

j. 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.

k. 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, 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 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.
7. 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.
8. 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.
9. 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

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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.

SERVICE LEVEL AGREEMENT (“SLA”) FOR MPLS VPN SERVICES

1. Definitions

- 1.1 “Internet Protocol Point of Presence (IP POP)” will mean and include all the Company’s IP enabled POP’s within the Company’s Network.
- 1.2 “Trouble Ticket” will mean logging in of the customer complaint in relation to a Service disruption. The reporting of the complaint will be made to the Customer Service Center (CSC). Details of CSC facilities will be intimated from time to time by the Company to the customer. Further, Company will ensure availability of CSC facilities on a 24 x 7 basis.
- 1.3 “Planned Outage” will mean scheduled work undertaken from time to time by Company in order to perform preventive maintenance or to increase Network capacity or Network up-gradations. If such an event is of a nature that is likely to affect the Services, Company will provide the Customer with as much advance notice as is possible under the circumstances and will use commercially reasonable efforts to cause the least possible inconvenience to Customer. Provided that in such cases, the Customer will provide Company with all necessary possible assistance and co-operation in order to complete the scheduled works efficiently.
- 1.4 “Company Core Network” will mean the network of Routers and other accessories that constitute the backbone network. The MPLS VPN service is fulfilled at these Routers and the IP POPs.
- 1.5 “Customer Premise / Location” will mean the location or site of the Customer that is connected to Company Core Network through an Access Network.
- 1.6 “Last Mile Access” or (“Access Network”) will mean the network that connects Customer Premises to Company’s Core Network. This can include a third party network that is no managed by Company.
- 1.7 “Service Instance” will mean the availability of MPLS VPN service at Company’s IP POP.
- 1.8 “Service Outage” will mean an unscheduled service disruption during which the customer is unable to access any other eligible service instance within the VPN and there is 100% blockage of packets between site under consideration and all the other sites of VPN.
- 1.9 “Service Outage Time” or (“Downtime”) will mean the duration of the Service Outage beginning when the Customer initiates a Trouble Ticket and ending when Company closes the Trouble Ticket. Company will close the Trouble Ticket after receiving acceptance of Service restoration from Customer. Any delay due to non-availability of Customer for acceptance of Service restoration will not be included as Service Outage time. Any service outage due to non-Company provided last mile will not be included as Service Outage time.
The time taken for Planned event and Exclusions (Clause 3 hereunder) will not, for the purposes of this SLA be deemed to be measured as Downtime. Service Outage is calculated on per site basis.
- 1.10 “Service Availability” will mean the availability period for the Service including Company provided Last Mile Access over Leased Line, TDM Multiplexer, Metro Ethernet Network during which Customer is able to exchange packets through Company’s IP POPs. In case the last mile is non-Company provided, “Service Availability” will mean the availability period of Service.
- 1.11 “Service Availability Percentage” is calculated as $\{1 - (\text{Total service outage time within SLA Measurement period} / \text{total minutes in the SLA Measurement period})\} \times 100$.
- 1.12 “SLA Measurement Period” will mean the periodicity with which the parameters of this SLA are calculated. This measurement period for the service levels will commence from the first day of

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the calendar month and will end on last day of the calendar month for a given SLA measurement period. The SLA parameters will be measured as monthly figures.

- 1.13 “Service Availability Assurance Percentage” will mean committed Service Availability Percentage above which the Company will require to maintain the Service Availability. If Service Availability Percentage is below Service Availability Assurance Percentage then it will be considered as non-conformance by Company of the committed SLA parameter.
- 1.14 “Network Latency Assurance Value” will mean committed Network Latency Value (in ms) below which the Company will require to maintain the Network Latency.
- 1.15 “Mean Time to Repair” or (“MTTR”) will mean the average time taken to restore the Services by Company for the Service Outage, within the SLA Measurement period. It is calculated by dividing Downtime by the number of Service Outages, within the SLA Measurement period. MTTR is calculated on per site basis.
- 1.16 “Penalty” will mean the compensation provided in the form of value credits to Customer due to non-conformance by Company of any of the committed SLA parameters. It will be calculated in accordance with the tables provided at clause 2.2. Rebates once calculated will be available to Customer in the subsequent billing cycle.
- 1.17 “Billing Cycle” will mean the periodicity with which the bill for the Service will be calculated. The calculation will be prepared by Company as per quarterly Payment terms.

2. Service Availability and Penalties

- 2.1 Company will offer Services as per the agreed Service Availability Percentage.
- 2.2 Penalty for Service Availability - Penalty will be given for all eligible Service instances where Service Availability Percentage is less than Service Availability Assurance Percentage. Company will provide to Customer, Penalty as per the table below. Penalty will be calculated for each site separately. In case of Customer facing problems regarding Service Availability, Customer must open a Trouble Ticket (TT) with CSC.

Uptime for HUB (Central) locations

Service Availability Percentage	Penalty Value (in terms of % of applicable rental)
>= 99.99%	NIL
<99.99% and >=98%	10% penalty for service availability below 99.99%
<98% and >=96%	25% penalty for service availability below 99.99%
<96% and >=95%	50% penalty for service availability below 99.99%
<95%	100%

Uptime for SPOKE (Remote) locations

Service Availability Percentage	Penalty Value (in terms of % of applicable rental)
>= 98.70%	NIL
<98.70% and >=97.5%	25% penalty for service availability below 98.7%
<97.5% and >=95%	50% penalty for service availability below 98.7%
<95% and >=90%	75% penalty for service availability below 98.70%
<90%	100%

Note: All fractions of Service Availability percentages are to be rounded off to nearest two decimal points.

- 2.3 **Network Latency between hub and spoke < 50ms.**
Customer will open Trouble Ticket with CSC if Network Latency measured for specific spoke to hub is more than Network Latency Assurance Value. Company will close the Trouble Ticket after receiving acceptance of Service restoration from Customer.

3. Exclusions

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3.1 Service Availability Percentage, Network Latency measurements do not include Downtime resulting in whole or in part from one or more of the following causes:-

3.1.1 Any act or omission on the Part of the Customer including but not limited to failure to notify the CSC (as defined hereinabove) of a Service Disruption.

3.1.2 The Last Mile (Fixed Line / Remote Access) from third party that is not provided or managed by Company.

3.1.3 The failure of Customer's appWTLations, equipment or facilities including any third party equipment.

3.1.4 Failure in providing stable power and the order infrastructure required for Service Equipment and / or CPE.

3.1.5 Events or occurrences that result in "No Trouble Found" Trouble Tickets.

3.1.6 Force Majeure Events and other causes beyond the reasonable control of Company.

3.1.7 Trouble Tickets associated with new installations or upgrades.

3.1.8 An interruption where the customer elects not to release the service for testing and repair and continues to use it on an impaired basis.

3.1.9 Interruptions during any period where Company or its agents are not allowed access to the customer premises where the access lines are terminated.

3.1.11 Customer is not available for acceptance after Service is restored.

3.1.12 Customer has requested Company to keep Service under observation though the Service is restored but Trouble Ticket is not closed.

3.1.13 Customer scheduled maintenance.

4. Reporting

4.1 Company will submit as per agreed period to the Customer the reports of Service Availability over email.

5. Escalation Procedure

In case where the Customer encounters Service disruption, the following escalation procedure will be followed:-

a) The Customer will first contact the CSC and notify the complaint. Customer should obtain the Trouble Ticket number

b) If no response is received from Company, within 2 hours from reporting to CSC, Customer will intimate CUSTOMER SERVICE MANAGER ("CSM"). CSM will be assigned by Company for the Service Assurance and informed to Customer from time to time.

c) In absence of any response from the Company, within 2 hours from reporting to CSM, customer will escalate / report to CUSTOMER SERVICE MANAGER LEAD ("CSM LEAD"). CSM LEAD will be assigned by Company and informed to Customer from time to time.

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SECTION – M

FORMAT FOR BIDDER'S DETAILS

(Tender No. WTL/FD/MPLS2/19-20/039 dated 05.03.2020)

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/ PubWTL Sector Undertaking a propriety firms a partnership firm (if yes, give partnership deed) a limited company or limited corporation a member of a group of companies, (if yes, give name and address and description of other companies) a subsidiary of a large corporation (if yes give the name and address of the parent organization). If the company is subsidiary, state what involvement if any, will the parent company have in the project.	
8	Is the firm registered with Sales Tax department? If yes, submit valid 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/ PubWTL 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 having ISO 9001:2008 certificates?	
16	List the major clients with whom your organization has been / is currently associated.	

WEBEL TECHNOLOGY LIMITED

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 / PubWTL sector Undertaking? (Give details)	

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION – N

LIST OF CLIENTS OF SIMILAR ORDERS

(Tender No. WTL/FD/MPLS2/19-20/039 dated 05.03.2020)

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

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION – O

FORMAT FOR PRE-BID MEETING QUERY

(Tender No. WTL/FD/MPLS2/19-20/039 dated 05.03.2020)

Name of the Bidder:

Queries

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

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

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION – P

FORMAT FOR FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/FD/MPLS2/19-20/039 dated 05.03.2020)

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: _____

Note:

Submit the Audited Financial Statement/Audited Annual Report of the last three financial years i.e 2016-17, 2017-18, 2018-19

WEBEL TECHNOLOGY LIMITED

SECTION – Q

FORMAT FOR ORDER EXECUTED BY BIDDER

(Tender No. WTL/FD/MPLS2/19-20/039 dated 05.03.2020)

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

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Note:

- A. Scope of work shall indicate whether it is implementation, Operation or maintenance.
- B. Submit Customer Order Copy details of the order indicating the project value, customer contact details.

WEBEL TECHNOLOGY LIMITED

SECTION – R

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

**PROFORMA OF BANK GUARANTEE FOR PRFORMANCE
GUARANTEE**

Ref Bank Guarantee no.....

Date.....

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 Guarantee shall be enforceable notwithstanding any differences between the Purchaser and the Bidder or any dispute pending before any Court, Tribunal or Arbitrator.

WEBEL TECHNOLOGY LIMITED

(8) Authority shall be entitled to treat the Bank as the principal debtor and the guarantee shall be enforceable despite any other forbearance, act, omission or any indulgence on the part of the Purchaser.

(9) 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.

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

WEBEL TECHNOLOGY LIMITED

SECTION - S

NIT DECLARATION

(Bidders are requested to furnish the Format given in this section, filling the entire Blank and to be submitted on Bidder’s Letter Head)

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

Sub: Installation of MPLS connectivity at various location under the Directorate 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/FD/MPLS2/19-20/039 dated 05.03.2020 Installation of MPLS connectivity at various location under the Directorate 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, thisday of2020

WEBEL TECHNOLOGY LIMITED

SECTION -T

POWER OF ATTORNEY

Know all men by these presents, We, (name of Firm/Company and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with/retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Service Provider/Contractor for the Project by (the "Purchaser") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/responses to the Purchaser, representing us in all matters before the Purchaser, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Purchaser in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the Purchaser.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorised Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorised Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20...

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.