

WEBEL TECHNOLOGY LIMITED

NOTICE INVITING e-TENDER

e-Tender are invited for Selection of Third-Party Auditor for West Bengal State Data Center at Kolkata and Disaster Recovery Centre at Purulia.

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

1	Tender No. & Date	WTL/WBSDC-DR/TPA/24-25/012 dated 19.09.2024
2	Tender Version No.	1.0
3	Brief description of Job	Selection of Third-Party Auditor for West Bengal State Data Center at Kolkata and Disaster Recovery Centre at Purulia.
4	Tender Fee	Rs. 6000.00 (Rupees Six Thousand only). The amount to be Transferred online through e-tender portal.
5	Earnest Money Deposit	Rs. 7,00,000.00 (Rupees Lakh only). The amount to be Transferred online through e-tender portal
6	Date of Downloading	19.09.2024
7	Pre-Bid Meeting date & time	27.09.2024 at 12.00 Hrs. (On-Line Meeting) • Pre-Bid meeting will be organizing online platform only. Only queries as per format (Section - N) reaching WTL by 00.00.2024 bidders are requested to send mail to purchase@wtl.co.in for participation of online pre-bid meeting. Based on request WTL will share meeting id / links for meeting. If there is any change in date and time then will inform. • Only queries as per format (Section – N) reaching WTL by 26.09.2024 at 15.00 Hrs. will be taken for decision. • Queries will be sent to Purchase Department (purchase@wtl.co.in).
8	Bid Submission Start date & time	03.10.2024 at 14.00 Hrs.
9	Last date & time of EMD / BID SECURITY & Tender Fee submission	Before Uploading of Tender
10	Last date & time of Bid Submission	21.10.2024 at 12.00 Hrs.
11	Date & time of Technical Bid Opening	23.10.2024 at 12.00 Hrs.
12	Venue of Pre-Bid Meeting	WEBEL TECHNOLOGY LIMITED (A Govt. of West Bengal Undertaking) Plot - 5, Block – BP, Sector – V, Salt Lake City, Kolkata – 700091.
13	Contact person	033-23673403-06

WEBEL TECHNOLOGY LIMITED

1. Intending bidder may download the tender documents from the website <https://wbtenders.gov.in> directly with the help of Digital Signature Certificate. Necessary Tender fee may be remitted electronically through e-tender portal in favour of “Webel Technology Limited” and also to be documented through e-filling. 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-filling.
2. Both Techno Commercial Bid and Financial Bid are to be submitted concurrently duly digitally signed in the website <https://wbtenders.gov.in>
3. Tender documents may be downloaded from website and submission of Techno Commercial Bid and Financial Bid will be done as per Time Schedule stated in Section – C of this Tender Document.
4. The Financial Bid of the prospective Bidder will be considered only if the Techno Commercial Bid of the bidder is found qualified by the Tender Committee. The decision of the ‘Tender Committee’ will be final and absolute in this respect. The list of Qualified Bidders will be displayed in the website.
5. All clarifications / corrigendum will be published only on the WTL Website.

WEBEL TECHNOLOGY LIMITED

CONTENTS OF THE TENDER DOCUMENT

The Tender document comprises of the following:

SECTION – A	INTRODUCTION OF PROJECT
SECTION – B	SCOPE OF WORK & RESPONSIBILITY
SECTION – C	INSTRUCTION TO BIDDER
SECTION – D	GUIDANCE FOR E-TENDERING
SECTION – E	DATE AND TIME SCHEDULE
SECTION – F	SERVICE LEVEL MANAGEMENT/AGREEMENT
SECTION – G	ELIGIBILITY CRITERIA
SECTION – H	BID FORM
SECTION – I	TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT
SECTION - J	BILL OF MATERIAL
SECTION – K	DETAILS OF ORDERS EXECUTED BY BIDDER
SECTION – L	FINANCIAL CAPABILITY OF BIDDER
SECTION – M	BIDDER'S DETAILS
SECTION – N	FORMAT FOR PRE-BID MEETING QUERY
SECTION – O	LIST OF CLIENTS OF SIMILAR ORDERS
SECTION – P	PROFORMA FOR PERFORMANCE BANK GUARANTEE
SECTION – Q	NIT DECLARATION

WEBEL TECHNOLOGY LIMITED

SECTION – A

INTRODUCTION OF PROJECT

West Bengal State Data Center was established in 2010 by Government of West Bengal for on-premise hosting and managing e-Governance Applications of the State Government under National e-Governance Plan (NeGP) of the Government of India.

The existing Data Center of 5000 Sq ft was built thirteen years back to facilitate Central Government's NeGP initiatives by on-premise hosting of Government. Applications at State Data Center (SDC). West Bengal State Data Center (WBSDC) has been developed by the State of West Bengal, which is envisioned as the 'Shared, reliable and secure infrastructure services center for hosting and managing the e-Governance Applications of State and its constituent departments' and the same has been developed as a part of Mission Mode Project under National e-Governance Plan (NeGP) and to ensure adherence to common principles and policies towards realization of the vision.

Now, Webel Technology Limited, earlier a subsidiary of West Bengal Electronics Industry Development Corporation Limited will execute the work related to e- Governance activities as Nodal Agency, as per decision of the State Government through the change of rules of Business. Webel Technology Limited has now become separate entity under the administrative control of Department of Personnel and Administrative Reforms and E-Governance, Government of West Bengal. Accordingly, WB State Data Center activities are now to be taken care of by Department of Personnel and Administrative Reforms and e- Governance, Government of West Bengal with Webel Technology Limited as the Nodal Agency. Webel Technology Limited is authorized as both State Nodal Agency (SNA) and State Implementing Agency (SIA) for all e- Governance related activities in place of M/S West Bengal Electronics Industry Development Corporation Limited.

Now, for the existing setup of State Data Center, a Third-Party auditor is there for auditing the operations and SLA. The current State Data Centre has already completed 13 years of operation. Year 2023 WBSDC has already implemented Hyper Converge Infrastructure and now the newly built infrastructure is under production.

WBSDC has also implemented Disaster Recovery (DR) Site at Purulia IT Park, 2nd Floor for WBSDC-DC in the year 2023.

In accordance, a Third-Party Auditor needs to be appointed for both current setup of State Data Center and the DR setup of Purulia.

This RFP describes the requirement of selection of Third-Party Auditor (TPA) for the same.

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SECTION – B

SCOPE OF WORK & RESPONSIBILITY

Broad Scope of Work:

The broad scope of work of TPA is to provide objective assurance and audit services designed to monitor and assess the conformance by the Data Centre Operator (DCO) and Disaster Recovery (DR) Centre and add value to improve the State Data Centre and DR operations. It should help the State accomplish the State Data Centre's objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of infrastructure, operations, service level management, control and governance processes. The Third-Party Audit agency (TPA) will audit the implementation, operations and management, security and compliance with standards and processes of the Data Center and Disaster Recovery Center. The audit report shall form the basis for quarterly payments to the Data Center Operator during the operations phase of 5 years.

The tenure of the Third-Party Auditor would be of 5 years

The scope of work would include:

- The Data Centre and Disaster Recovery Centre operations and management control processes are adequate and functioning as intended.
- Administrative control of data and its confidentiality, security and privacy is with the State
- To review Network Architecture and study Vulnerability Assessment.
- Significant financial, managerial, and operating information is accurate, reliable, and timely.
- To assess Help Desk operation and User feedback.
- Interaction with the various stakeholders occurs as needed.
- Risks are appropriately identified and managed.
- The Data Centre and Disaster Recovery Centre Operator's actions are in compliance with laid down policies, standards, procedures, and applicable laws and regulations as per RFP and SLAs.
- Quality and continuous improvement are fostered in the SDC and DR operations and management processes.
- TPA team will carry out the necessary onsite audit at DC and DR site during scheduled audit period. Attendance report will duly be signed by respective locations i.e. DC & DR site.

Detailed Scope of Work:

To have better understanding of the scope of work, the TPA agency would need to:

- a) Study the SDC and DR RFP and the contract signed between the State and Operators for SDC and DR implementation, the respective Agreement signed and the implementation process for State Data Centre and Disaster Recovery Centre at the State.
- b) Study the SDC and DR policy guidelines, architecture, design and the services envisaged, processes, helpdesk procedures and security policy of the data center and DR.

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- c) Understand the roles and responsibilities of various stakeholders such as State Implementing Agency (SIA), Data Centre and disaster Recovery Centre Operator (DCO) and User departments etc.
- d) Study the SLAs between different stakeholders.
- e) Study the proposal of engaged Data Centre and DR Operator with the State to understand its offerings and SLA commitments.

The SIA shall provide necessary documents related to above to the TPA.

The broad scope of work that the TPA shall carry out for a period of five years from the date of appointment by the State is as follows:

- **Audit Activities (Once)**

To ensure the consistency and comparability of the audit on a regular basis, the TPA must establish an audit methodology in discussion with the State and would need to study the proposal of engaged Data Centre and DR Operator with the State to understand its offering and SLA commitments. Also, the agency would need to study the contract signed between the State and System Integrator for SDC and DR implementation, the respective Agreement signed and the implementation process for State Data Centre and Disaster Recovery Centre at the State. After its study, the TPA would:

- a) Create a framework and procedure for carrying out the audit. In cases of significant non-compliance, establish a mechanism to resolve audit observations.
- b) Prepare various templates required to be filled in by the various stakeholders involved in the audit process.
- c) Prepare annual audit plan and checklists including stated audit areas and controls.

State Data Centre Infrastructure Audit (Half Yearly)

- a. TPA shall undertake audit of physical infrastructure and entire IT and non-IT infrastructure for existing data center and DR including verification of completeness of inventory and asset bill of material for the State Data Center and DR.
- b. TPA would define and audit the control points for inventory audit at the State Data Centre and Disaster Recovery Centre in the State.
- c. TPA shall appraise the SIA, Government of West Bengal about the health of the components through reports indicating the capacity utilization and corresponding scalability requirements.
- d. TPA audit shall include audit of Operator's recommendations to the SIA, Government of West Bengal for capacity planning and upgrades as per the requirements of the State.

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- e. TPA shall also cover obsolescence of the physical & IT infrastructure as per the policy defined by the State. The audit report shall provide details of the infrastructure components that are due for obsolescence and provide recommendations for upgrade / refresh of infrastructure components and plan for disposal of obsolete infrastructure components.

Operations and Management Process and Control Audit (Half Yearly)

- a) The TPA would audit the overall physical infrastructure and entire IT and non-IT infrastructure for existing data center and Disaster Recovery Centre for management processes as per ISO 20000 framework including Monitoring, Maintenance and Management of the entire Data Centre, along with providing Helpdesk services and provide recommendations to the State.
- b) It would review and analyze the services provided through SDC and DR and its delivery mechanisms to different line departments & post analysis of the same, would submit a report with recommendations to the State. It would review the Change Management, communication plan, configuration management, availability management, service level management etc. to ensure proper processes are in place for SDC and DR operation and maintenance.
- c) Audit the capacity & utilization plan developed by the Operator and identify gaps.
- d) Audit the exit process for the Operator with keeping the transition processes and timelines in mind.
- e) TPA would also audit the process & controls followed by the SI in order to ensure smooth & seamless integration of SDC and DR.
- f) Actively contribute for readiness and completion and up- gradation of certification WBSDC hold i.e. ISO 20000-1, ISO 27001 etc and to be incorporated in DR site, Purulia.
- g) Incorporate an e-waste policy for the WBSDC.
- h) TPA should provide resource presence report during audit and in case of mentioned number of resources as per tender is not available the backup needs to be available
- i) TPA shall also take a roll to evaluate the capacity planning and intimate state proactively for upgrade of the infrastructure
- j) Assess the effectiveness of physical and cyber security measures.
- k) Verify the integrity of data backup and disaster recovery procedures.
- l) Analyze risk management practices and business continuity planning.
- m) Confirm the qualifications and training of data center personnel.
- n) Provide recommendations for improvements and corrective actions.

SLA Monitoring Audit & Multiple SLA Audit (Quarterly)

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The TPA would perform SLA audit every quarter for physical infrastructure and entire IT and non-IT infrastructure for existing 1st floor data center and new 2nd floor data center to review and monitor the performance with reference to the SLA between System Integrator and the State Implementing Agency including audit the services (such as call resolution etc.) and overall uptime of data center.

Subsequently, TPA would carry out the following tasks:

- a) TPA shall tabulate, in a template, all possible measurable parameters as defined in the SLA. These parameters shall be checked with random performance indicator against each parameter as reflected in the EMS/BMS being used to monitor the services. TPA shall collate the results in a report and submit to the SIA, Government of West Bengal/Government body authorized by the Department.
- b) TPA shall also review the configuration/deployment parameters of the EMS/BMS against the configuration report submitted earlier to the State and examine the process followed to generate the reports.
- c) TPA shall proactively convey to the stakeholders any concerns based on the configuration of or information generated through EMS/BMS.
- d) TPA shall review the SLA performance on a quarterly basis and compute penalty for SLA non-compliance on the quarterly payment to be paid to the SDC and DR Operator in line with the agreed SLAs and payment terms & conditions.
- e) TPA audit would also verify the parameters of the all SLAs, which cannot be monitored using BMS/EMS.
- f) TPA shall review the helpdesk procedures established by the DCO for all User Departments and SDC owned infrastructure and submit a Quarterly Report with recommendations to the SIA, Government of West Bengal.
- g) Helpdesk must be implemented in line with ITIL leading practices for service delivery and must necessarily be integrated with the EMS for ensuring 360° functionality including monitoring and management.

Security and compliance Audit (Half Yearly)

- a) TPA shall perform security audit of the SDC and DR as per the Guidelines issued by the SIA, Government of West Bengal, review the information security policy, and provide recommendations to the State so as to ensure integrity, confidentiality and availability of information and resources.
- b) TPA would review the security measures followed by the Data Centre and DR Operator to ensure that the applications being hosted are free of vulnerabilities.
- c) TPA shall conduct the vulnerability assessment & penetration testing on the identified components and share the results with the SIA, Government of West Bengal/Agency authorized by the Department.

DCO Obligation

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- a) DCO will deploy SLA Management Tools as provisioned in RFP. Tool should be equipped with adequate licenses. DCO will provide complete access to all the tool and relevant product information to the TPA.
- b) Any relevant documentation required to perform above Services such as logs, reports, system documentation, procedures should be made available to the TPA. Make available in a timely manner all relevant documentation and ensure access to relevant staff and management. However, any tool for vulnerability assessment and penetration testing, desktop/laptop and any logistics requirements would need to be arranged by TPA.

WEBEL TECHNOLOGY LIMITED

SECTION – C

INSTRUCTION TO BIDDER

1. DEFINITIONS

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

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

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

“Contract” is used synonymously with Agreement.

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

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

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

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

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

“Similar Nature of Work” means shall include Third Party Auditing service for any Government /PSU Data Center

“Project” means Selection of Third-Party Auditor for West Bengal State Data Center at Kolkata and Disaster Recovery Centre at Purulia.

“GoI” shall stand for the Government of India.

“GoWB” means Government of West Bengal.

“DR” means Disaster Recovery Site, Purulia

“DC” means Data Center, Monibhandar

“O&M” means Operation & Maintenance

“FMS” means Facility Management Support

“SIA” means State Implementation Agency

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“SNA” means State Nodal Agency

“QGR” means Quarterly Guaranteed Revenue

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

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

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

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

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

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

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

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

2. PRE BID MEETING

Pre Bid Meeting will be held on 27.09.2024 at 12.00 hrs. (On-Line Meeting). Bidder can send their queries as per format (Section - N) to Purchase Department (purchase@wtl.co.in). Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. Interest bidders are requested to send mail to (purchase@wtl.co.in) for participation of online pre-bid meeting. Based on request WTL will share meeting id / links for meeting. If there is any change in date and time then will inform.

3. COST OF BIDDING

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

4. BID DOCUMENT

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

5. AMENDMENT OF BID DOCUMENT

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

6. MODIFICATION AND WITHDRAWAL OF BIDS

As per the bidding process available in the tender.

7. LANGUAGE OF BID & CORRESPONDENCE

WEBEL TECHNOLOGY LIMITED

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

8. BIDDER'S SOLUTION

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

9. EARNEST MONEY DEPOSIT (EMD / BID SECURITY) / TENDER FEE

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

10. REFUND OF EMD / BID SECURITY

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

11. FORFEITURE OF EMD / BID SECURITY

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

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

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

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

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

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

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

12. FORMS AND FORMATS

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

13. LACK OF INFORMATION TO BIDDER

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

14. CONTRACT EXECUTION

WEBEL TECHNOLOGY LIMITED

On receipt of the Letter of Award/Purchase Order the contractor should submit a Performance Bank Guarantee (PBG) equivalent to 10% of the total contract value within three weeks from the date of receipt of Letter of Award/Purchase Order. The PBG should be valid for six months more than the Warranty period. All delivery of the material (under technical refresh) will have to be completed within 8 weeks from the date of acceptance of contract or the contractor has to ensure all activities leading to the commissioning of the contract to be completed within 12 weeks from the date of award. Support renewal for IT& Non-IT products will be completed within 4 weeks after from the date of award. Subsequent to the award of contract, the contractor will have to arrange for the requisite material as per BOM.

15. DELIVERY & PROJECT COMPLETION SCHEDULE

5 (Five) years

16. LIQUIDATED DAMAGE / PENALTY

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

17. LIABILITY

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

- Payment referred to in the Patents and Copyrights clause.
- Liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the Contractor's negligence.
- As to any other actual damage arising in any situation involving non-performance by Contractor pursuant to or in any way related to the subject of this Agreement, the charge paid by WTL for the individual product or Service that is the subject of the Claim. However, the contractor shall not be liable for
- For any indirect, consequential loss or damage, lost profits, third party loss or damage to property or loss of or damage to data.
- For any direct loss or damage that exceeds the total payment for Contract Price made or expected to be made to the Contractor hereunder.

18. PATENTS & COPYRIGHT

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

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

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

19. SUSPENSION OF WORK

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

20. TERMS OF PAYMENT

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

After completion of six month, TPA will submit their claim with necessary report along with attendance report during audit of the auditors from respective location.

21. GOVERNING LAWS

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

22. CORRUPT OR FRAUDULENT

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

23. BIDDING CLAUSE

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

The Tender Committee reserves the right:

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

24. WORKMEN'S COMPENSATION

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

25. CONTRACTOR'S EMPLOYEES

The Contractor shall comply with the provision of all labour legislation including the requirement of the payment of Wage Act 1936 and the rules framed there under and modifications thereof in respect of men

WEBEL TECHNOLOGY LIMITED

employed by him in carrying out the contract. The Contractor must ensure that he complies with PF, ESI regulation for all his deployed employees. The Contractor shall see that all authorized Sub Contractors under him similarly complied with the above requirement.

26. SAFETY MEASURES

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

27. EQUIPMENT

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

28. SUB-CONTRACT

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

29. TERMINATION FOR DEFAULT

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

30. BANKRUPTCY

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

31. FORCE MAJEURE

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

- War, Hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war.
- Rebellion, revolution, insurrection, mutiny, usurpation of civil or military, government, conspiracy, riot, civil commotion and terrorist area.
- Confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de facto authority or ruler, or any other act or failure to act of any local state or national government authority.

WEBEL TECHNOLOGY LIMITED

- Strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage of power supply epidemics, quarantine and plague.
- Earthquake, landslide, volcanic activity, fire flood or inundation, tidal wave, typhoon or cyclone, hurricane, nuclear and pressure waves or other natural or physical disaster.

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

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

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

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

32. PERFORMANCE BANK GUARANTEE (PBG)

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

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

Refer Section –B (Scope of Work & Responsibility)

34. 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.

35. 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.

36. 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.

WEBEL TECHNOLOGY LIMITED

37. PERIOD OF VALIDITY OF OFFER

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

38. TAXES & DUTIES

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

39. 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.

40. BID DUE DATE

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

41. LATE BID

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

42. 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.

43. 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.

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

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

WEBEL TECHNOLOGY LIMITED

45. BID CURRENCIES

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

46. PRICE

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

47. 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.

48. NON-TRANSFERABILITY OF TENDER

This tender document is not transferable.

49. 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.

50. WITHDRAWAL OF BID

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

51. INTERPRETATION OF DOCUMENTS

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

52. PREPARATION OF TENDER

Tender shall be submitted in accordance with the following instructions:

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

53. SITE INSPECTION

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

WEBEL TECHNOLOGY LIMITED

54. ERASURES OR ALTERNATIONS

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

55. COMPLIANCE WITH LAW

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

56. CLARIFICATION OF BIDS

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

57. DEEMED ACCEPTANCE

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

58. QUALITY CONTROL

- The contractor is obliged to work closely with WTL and/or Department, act within its authority and abide by directive issued by them on implementation activities.
- The contractor will abide by the safety measures and free WTL and the concerned Department from all demands or responsibilities arising from accident/loss of life, the cause of which is due to their negligence. The bidder will pay all indemnities arising from such incidents and will not hold WTL and Department responsible.
- The contractor will treat as confidential all data and information about the system, obtained in the execution of its responsibilities in strict confidence and will not reveal such information to any party without the prior written approval of WTL/Department.
- WTL reserves the right to inspect all phases of contractor's operation to ensure conformity to the specifications. WTL shall have engineers, inspectors or other duly authorized representatives made known to the contractor, present during the progress of the work and such representatives shall have free access to the work at all times. The presence or absence of representatives of WTL does not relieve the contractor of the responsibility for quality control in all phases.
- The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

59. GENERAL TERMS

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

WEBEL TECHNOLOGY LIMITED

- d) Overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscript is not only signed by the authorized signatory of the bidder. All overwriting should be separately written and signed by the authorized signatory of the bidder.
- e) Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. WTL reserve the right to increase or decrease the quantity specified in the tender.
- f) WTL reserve the right to reject or accept or withdraw the tender in full or part as the case may be without assigning the reasons thereof. No dispute of any kind can be raised the right of buyer in any court of law or elsewhere.
- g) WTL reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- h) Supporting technical brochures/catalogues indicating each feature in respect of offered model and make must be submitted along with the offer, in absence of which the offer is liable to be ignored.
- i) No dispute by the bidders in regard to Technical/Commercial points will be entertained by WTL and decision taken by the Tender Committee will be final.
- j) Discrepancy in the amount quoted by the bidder due to calculation mistake, the unit rate shall be regarded as firm and the totaling or carry in the amount quoted by the bidder shall be corrected accordingly.
- k) The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- l) The acceptance of the tender will rest with the accepting authority who is not bound to accept the lowest or any tender and reserves the right to reject in part or in full any or all tender(s) received and to split up the work among participants without assigning any reason thereof.
- m) The customer/WTL at its discretion may extend the deadline for the submission of Bids.
- n) The Court of Kolkata only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

WEBEL TECHNOLOGY LIMITED

SECTION – D

GUIDANCE FOR E-TENDERING

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

- **Registration of Bidder:**

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

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

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

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

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

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

- **Submission of Tenders:**

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

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

Techno Commercial Cover:

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

1. Copy of Remittance details of Earnest Money Deposit (EMD / BID SECURITY)
2. Copy of Remittance details of Tender Fee
3. Other documents, if any

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

1. N I T Declaration duly stamped & signed in letter head, Section – Q
2. Bid Form as per format (Section – H)
3. Other documents, if any

WEBEL TECHNOLOGY LIMITED

Financial Cover:

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

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

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

Sl. No.	Category Name	Sub Category Name	Sub Category Description
A	CERTIFICATES	A1. CERTIFICATES	• GST Registration Certificate • PAN • Trade License • Document as per Section – G
B	COMPANY DETAILS	B1. COMPANY DETAILS 1	• Document as per Section – G • Document as per Section – G
		B2. COMPANY DETAILS 2	• Company Profile (Not more than 3 pages) • Document as per Section – G
C	CREDENTIAL	CREDENTIAL 1	Order copy & performance certificate as per Section – G
		CREDENTIAL 2	• Other documents, if any
D	DECLARATION	DECLARATION 1	• List of Clients as per format (Section – O) • Other documents, if any
		DECLARATION 2	Financial Capability of Bidder as per format (Section – L)
		DECLARATION 3	Bidder's Details as per format (Section – M)
		DECLARATION 4	Details of Order Executed as per format (Section – K)
		DECLARATION 5	Document as per Section – G Financial document as per Section – G
F	FINANCIAL INFO	P/L & BALANCE	P/L & BALANCE SHEET 2020-2021
			P/L & BALANCE SHEET 2021-2022
			P/L & BALANCE SHEET 2022-2023

WEBEL TECHNOLOGY LIMITED

SECTION – E

DATE AND TIME SCHEDULE

Sl. No.	Particulars	Date & Time
1	Date of uploading of N.I.T. & other Documents (online) (Publishing Date)	19.09.2024
2	Documents download/sale start date (Online)	19.09.2024
3	Last Date and time of sending the queries (Offline / e-mail)	26.09.2024 at 15.00 hrs.
4	Pre Bid Meeting (On Line)	27.09.2024 at 12.00 hrs.
5	Corrigendum, if any will be published (On Line)	-
6	Bid Submission start date & time (On line)	03.10.2024 at 14.00 Hrs.
7	Last Date & time of submission of Earnest Money Deposit & submission of remittance details	Before Uploading of Tender
8	Last Date & time of submission of Tender Fee & submission of remittance details	Before Uploading of Tender
9	Bid Submission closing date & time (On line)	21.10.2024 at 12.00 Hrs.
10	Bid opening date & time for Technical Proposals (Online)	23.10.2024 at 12.00 Hrs.
11	Date of uploading the final list of Technically Qualified Bidder (online) after disposal of appeals, if any	-
12	Date for opening of Financial Bid (Online)	-

WEBEL TECHNOLOGY LIMITED

SECTION – F

SERVICE LEVEL MANAGEMENT/AGREEMENT

Services/Deliverables	SLA	SLA measurement	Penalty
Audit and Assessment Framework and Plan	Within 4 weeks of signing the contract	Within SLA target	Nil
		>4 weeks but <5 weeks	1% of the annual audit fee
		>5 weeks but <6 weeks	2% of the annual audit fee
		>6 weeks	3% of the annual audit fee
Quarterly SLA Audit duration	4 weeks	Within SLA target	Nil
		>4 weeks but <5 weeks	0.5% of the annual audit fee
		>5 weeks but <6 weeks	0.75% of the annual audit fee
		>6 weeks	1% of the annual audit fee
SDC Infrastructure Audit / Security and Compliance Audit duration	5 weeks	Within SLA target	Nil
		>5 weeks but <6 weeks	0.5% of the annual audit fee
		>6 weeks but <7 weeks	0.75% of the annual audit fee
		>7 weeks	1% of the annual audit fee
Operations & Management Process and Control Audit duration	5 weeks	Within SLA target	Nil
		>5 weeks but <6 weeks	0.5% of the annual audit fee
		>6 weeks but <7 weeks	0.75% of the annual audit fee
		>7 weeks	1% of the annual audit fee
Reporting & Updates to WTL/SIA (Quarterly)	1 week	Within SLA target	Nil
		>1 week but <2 weeks	0.5% of the annual audit fee
		>2 weeks but <3 weeks	0.75% of the annual audit fee
		>3 weeks	1% of the annual audit fee

SLA will be calculated after completion after six months.

WEBEL TECHNOLOGY LIMITED

SECTION – G

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 valid GST Registration Certificate & PAN. Bidder shall have to submit photocopy of the documents.
3. The bidder shall have executed “Similar Nature of work” of at least three (03) TPA orders related to any SDC / PSU Data centre each of an amount not less than Rs. 1 Crore, over the preceding seven financial years in Government Department /PSU in the country. Reference order copies and completion certificate for the project to be submitted.
4. Bidder should submit escalation matrix with all details for any Operational and administrative issues.
5. The bidder must have annual turnover of minimum Rs. 200 Crores in each of the following three financial years (FY 2020-2021, 2021-2022, 2022-2023 and an annual turnover of minimum Rs. 10 Crores from IT Audit services in following three financial years (FY 2020-21, 2021-22, 2022-23). Bidder shall have to submit Audited Accounts in support of their claim.
6. The Bidder must have certification for the following standards: ISO 27001: 2013/2022, ISO 9001: 2015, ISO 20000, ISO 27017. Copy of valid Certificate to be submitted.
7. The bidder must have a team of professionals having valid professional certifications (CISA/ CISSP/CEH/ ISO 27001/ITIL/ISO 20000) and must have on its payroll at least 20 professionals put together in the above categories. Bidder should submit declaration on their organization letter mentioning the name of professionals along with professional certificate.
8. Bidder should be CERT-In empaneled at the time of bidding. Bidder should submit valid certificate for the same.
9. The bidder shall submit Bid Form (Section – H) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.
10. The Bidder should submit Power of Attorney (PoA) from the competent authority of the respective Bidding firm/ Company.
11. The bidder shall submit NIT Declaration (Section – Q) duly signed by the authorized signatory of the company as per the format enclosed. Deviation in format may not be accepted.
12. 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. Declaration on bidder’s letter head to be submitted.

WEBEL TECHNOLOGY LIMITED

SECTION – H

BID FORM

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

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

Sub: Selection of Third Party Auditor for West Bengal State Data Center at Kolkata and Disaster Recovery Centre at Purulia.

Dear Sir,

We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject Tender No. WTL/WBSDC-DR/TPA/24-25/012 dated 19.09.2024, do hereby propose to execute the job as per specification as set forth in your Bid documents.

1. 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.
2. We confirm that our bid prices include all other taxes and duties and levies applicable on bought out service and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.
3. Earnest Money Deposit & Tender Fee: We have transferred EMD amount & Tender Fee online through e-Tender portal.
4. 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.
5. 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.
6. We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to three percent (10%) of the Order value as stipulated in Financial Bid (BOQ).

WEBEL TECHNOLOGY LIMITED

7. We agree that WTL reserves the right to accept in full/part or reject any or all the bids received without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Thanking you, we remain,

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

Signature & Authorized Verified by

.....
Signature

.....
Name in full

.....
Designation

.....
Company Stamp

Dated, thisday of2024

WEBEL TECHNOLOGY LIMITED

SECTION – I

TECHNO COMMERCIAL EVALUATION & AWARDING OF CONTRACT

1. EVALUATION PROCEDURE

- The Eligibility Criteria (Section – G) 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 bidders who have qualified in the eligibility criteria evaluation and returns with location wise 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 line items wise lowest quoted bidder. A negative determination will result in rejection of bidder's bid, in which event the WTL will proceed to the next lowest evaluated bidder to make a similar determination of that bidder's capability to perform satisfactorily. The successful bidder (s) will have to give security deposit in the form of Performance Bank Guarantee.

4. POST QUALIFICATION

The determination will evaluate the Bidder's financial, technical, design, integration, customization, production, management and support capabilities and will be based on an examination of the documentary evidence of the Bidder's qualification, as well as other information WTL deems necessary and appropriate. This determination may include visits or interviews with the Bidder's client's reference in its bid, site inspection, and any other measures. At the time of post-qualification, Directorate of es may also carry out tests to determine that the performance or functionality of the Information System offered meets those stated in the detailed Technical Specification.

WEBEL TECHNOLOGY LIMITED

SECTION – I

BILL OF MATERIAL

Sl. No.	Item / Work / Job Description	Qty.	Unit
1	Onsite Third-Party Auditing Service at WBSDC (DC), Monibhandar for 1 st Half of 1 st year	1	No.
2	Onsite Third-Party Auditing Service at WBSDC (DC), Monibhandar for 2 nd Half of 1 st year	1	No.
3	Onsite Third-Party Auditing Service at WBSDC (DC), Monibhandar for 1 st Half of 2 nd year	1	No.
4	Onsite Third-Party Auditing Service at WBSDC (DC), Monibhandar for 2 nd Half of 2 nd year	1	No.
5	Onsite Third-Party Auditing Service at WBSDC (DC), Monibhandar for 1 st Half of 3 rd year	1	No.
6	Onsite Third-Party Auditing Service at WBSDC (DC), Monibhandar for 2 nd Half of 3 rd year	1	No.
7	Onsite Third-Party Auditing Service at WBSDC (DC), Monibhandar for 1 st Half of 4 th year	1	No.
8	Onsite Third-Party Auditing Service at WBSDC (DC), Monibhandar for 2 nd Half of 4 th year	1	No.
9	Onsite Third-Party Auditing Service at WBSDC (DC), Monibhandar for 1 st Half of 5 th year	1	No.
10	Onsite Third-Party Auditing Service at WBSDC (DC), Monibhandar for 2 nd Half of 5 th year	1	No.
11	Onsite Third-Party Auditing Service at WBSDC (DR), Purulia for 1 st Half of 1 st year	1	No.
12	Onsite Third-Party Auditing Service at WBSDC (DR), Purulia for 2 nd Half of 1 st year	1	No.
13	Onsite Third-Party Auditing Service at WBSDC (DR), Purulia for 1 st Half of 2 nd year	1	No.
14	Onsite Third-Party Auditing Service at WBSDC (DR), Purulia for 2 nd Half of 2 nd year	1	No.
15	Onsite Third-Party Auditing Service at WBSDC (DR), Purulia for 1 st Half of 3 rd year	1	No.
16	Onsite Third-Party Auditing Service at WBSDC (DR), Purulia for 2 nd Half of 3 rd year	1	No.
17	Onsite Third-Party Auditing Service at WBSDC (DR), Purulia for 1 st Half of 4 th year	1	No.
18	Onsite Third-Party Auditing Service at WBSDC (DR), Purulia for 2 nd Half of 4 th year	1	No.
19	Onsite Third-Party Auditing Service at WBSDC (DR), Purulia for 1 st Half of 5 th year	1	No.
20	Onsite Third-Party Auditing Service at WBSDC (DR), Purulia for 2 nd Half of 5 th year	1	No.

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

WEBEL TECHNOLOGY LIMITED

SECTION – K

DETAILS OF ORDERS EXECUTED BY BIDDER

(Tender No. WTL/WBSDC-DR/TPA/24-25/012)

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

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Note:

- Type of Project shall indicate the implementation of services (Delivery & Installation of Network Security Device).
- Scope of work shall indicate whether it is implementation, Operation or maintenance.
- Submit Customer Order Copy details of the order indicating the project value, customer contact details.

WEBEL TECHNOLOGY LIMITED

SECTION – L

FINANCIAL CAPABILITY OF BIDDER

(Tender No. WTL/WBSDC-DR/TPA/24-25/012)

FINANCIAL INFORMATION

Sl. No.	Name of the Bidder	Turnover (Rs. / Crore)		
		2020-21	2021-22	2022-23
1				

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Stamp of the Company: _____

Note:

Submit the audited financial statement/ audited annual report of the last three financial years.

WEBEL TECHNOLOGY LIMITED

SECTION – M

BIDDERS'S DETAILS

(Tender No. WTL/WBSDC-DR/TPA/24-25/012)

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	
5	Former name of the company, if any	
6	Is the firm ▪ a Government/ Public Sector Undertaking ▪ a propriety firms ▪ a partnership firm (if yes, give partnership deed) ▪ a limited company or limited corporation ▪ a member of a group of companies, (if yes, give name and address and description of other companies) ▪ a subsidiary of a large corporation (if yes give the name and address of the parent organization). If the company is subsidiary, state what involvement if any, will the parent company have in the project.	
7	Is the firm registered with Sales Tax department? If yes, submit valid GST Registration certificate.	
8	Total number of employees. Attach the organizational chart showing the structure of the organization.	
9	Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details)	
10	How many years has your organization been in business under your present name? What were your fields when you established your organization	
11	What type best describes your firm? (Purchaser reserves the right to verify the claims if necessary)	

WEBEL TECHNOLOGY LIMITED

	▪ Manufacturer ▪ Supplier ▪ System Integrator ▪ Consultant ▪ Service Provider (Pl. specify details) ▪ Software Development ▪ Total Solution provider (Design, Supply, Integration, O&M) ▪ IT Company	
12	Number of Offices in district headquarters in West Bengal, if any	
13	Is your organization having ISO 9001:2015 certificates?	
14	List the major clients with whom your organization has been / is currently associated.	
15	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)	
16	Have you ever been denied tendering facilities by any Government / Department / Public sector Undertaking? (Give details)	

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION – N

FORMAT FOR PRE-BID MEETING QUERY

(Tender No. WTL/WBSDC-DR/TPA/24-25/012)

Name of the Bidder:

Queries

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

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

Authorized Signatory (Signature In full): _____

Name and title of Signatory: _____

Company Rubber Stamp: _____

WEBEL TECHNOLOGY LIMITED

SECTION – 0

LIST OF CLIENTS OF SIMILAR ORDERS

(Tender No. WTL/WBSDC-DR/TPA/24-25/012)

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 – P

PROFORMA FOR PERFORMANCE BANK GUARANTEE

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

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

Ref Bank Guarantee no.....

Date.....

PROFORMA OF BG FOR SECURITY DEPOSIT

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

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

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

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

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

WEBEL TECHNOLOGY LIMITED

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

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

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

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

SIGNED, SEALED AND DELIVERED

(Stamp of the executants)

WITNESS

1) _____

2) _____

(Name & address in full with Rubber Stamp)

WEBEL TECHNOLOGY LIMITED

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

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

WEBEL TECHNOLOGY LIMITED

SECTION – Q

NIT DECLARATION

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

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

Sub: Selection of Third-Party Auditor for West Bengal State Data Center at Kolkata and Disaster Recovery Centre at Purulia.

Dear Sir,

We the undersigned bidder/(s) declare that we have read and examined in details the specifications and other documents of the subject Tender No. WTL/WBSDC-DR/TPA/24-25/012 dated 19.09.2024 for Selection of Third-Party Auditor for West Bengal State Data Center at Kolkata and Disaster Recovery Centre at Purulia, published by Webel Technology Limited in e-Tender website.

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

Thanking you, we remain

Yours faithfully

.....
Signature

.....
Name in full

.....
Designation

.....
Company Stamp

Dated, thisday of2024